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REPORTS OF COMMITTEES

OF THE

HOUSE OF REPRESENTATIVES,

MADE

DURING THE SECOND SESSION

OF THE

THIRTY-FIFTH CONGRESS:

1858–'59.

PRINTED BY ORDER OF THE HOUSE OF REPRESENTATIVES.

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of a single instance, a house in New York, he personally invited no bids; that when the bids were made and the samples furnished, the latter were opened in one of the committee rooms and carefully collated by the oldest and most experienced employés in the office, at the request, by the direction, and in the presence of the Clerk, who, having little knowledge respecting the different qualities of stationery, took no part in making the selections, but left it to the larger experience and better judgment of his subordinates; that they selected from different samples, such as appeared to them most suitable, regard being had to both quality and prices; and that contracts were awarded to some four or five different bidders, resident at different points, and all shown to be first-rate dealers; that the accepted bids were made known through the office, and instructions given by the Clerk to carefully inspect the articles delivered, and to see that they conformed to the samples, instructions that were faithfully observed; that in receiving and accepting the bids there was no collusion nor understanding between the bidder and the Clerk, or any of his employés; that no margin was reserved, and no bonus was paid, or agreed to be paid, or demanded to be paid, by any of the contractors, either to the Clerk or any one in his employ; that the quality of the stationery furnished is very good, and that the skill and judgment used in making selections have been called in question only in the single article of wrapping paper, and that to the extent of but a few cents per ream, certain bidders being of opinion that their own samples were equally as good as those upon which contracts were awarded, while their bids were a trifle lower.

While your committee, therefore, find nothing in the purchase of the stationery to impeach the official conduct either of the Clerk or of those acting under him, their investigation has given them some insight into the stationery system, and they deem it proper to call the attention of the House to it. It appears that, by usage of the office, the stationery is placed in the custody of one of the subordinates, known as the stationery clerk; that he furnishes stationery to the Postmaster of the House, who delivers it to the members, and keeps the accounts with them; that, in fact, members have supplied themselves from the stationery room, leaving the stationery clerk to report the items to the Postmaster; and that in the sickness or necessary absence of the stationery clerk during the session of the House, his duties devolved upon some of his associates; that, so far as your committee can perceive, there is no check imposed upon the stationery clerk, or those who temporarily act in his place, and no means of ascertaining the fidelity with which they execute their trust. It furthermore appears that a practice had grown up in the office of allowing each of the employés to use the office stationery for private purposes to an extent equal to the amount allowed by law to each of the members. As it appears to your committee, the stationery of the House is in much the same condition as would be a stock of merchandise of many thousand dollars value, sold at retail by sundry different clerks, to nearly two hundred and fifty different customers, each a part proprietor, interested only in securing his share of the capital, with no eye to profits, no account of sales kept, and no invoice ever taken; the safety

proper to add that the testimony shows that these profits, considerable as they appear, were enjoyed by the tradesman alone, neither the Clerk nor any of his subordinates participating in them. And in the matter of the carpet it appears that the Clerk personally had no other connexion with it than to give the order in the manner stated, having one of his subordinates to supervise the laying it down according to the wishes of the Superintendent.

Among other duties devolved upon the late Clerk, the House by resolution of July 7, 1856, ordered him to purchase for each new member and delegate of the last Congress, a certain catalogue of books. This order it seems he had in part executed, when on the 3d of March, 1857, the same was modified, so far as it remained unexecuted, by giving a reduced number of books to such public library in each of the districts as the member might designate, and at the same time the sum of $138,000 was appropriated for the purpose of indemnifying the Clerk for books already purchased, and to enable him to execute the order in full. Soon afterwards the Clerk upon consultation, according to his usage in cases new and doubtful, with the more experienced of his corps of assistant clerks, drew a requisition upon the treasury for $50,000, for the purpose of indemnifying himself for previous purchases, and to provide a fund for future purchases to be made in his contemplated absence from the city. This requisition was challenged and dishonored at the treasury, and was followed by a correspondence between the Clerk's office and the Secretary, not necessary to be noticed further than to state the conclusion arrived at. On the 13th of June, 1857, the Secretary of the Treasury addressed a letter to the First Comptroller, reviewing the two resolutions of July 7, 1856, and March 3, 1857, and making a decision in reference to the purchase of books by the Clerk under the resolutions. He says that the resolution of March 3, 1857, "contemplates two distinct objects, 1st. To indemnify the clerk for books already purchased by him; 2d. To enable the clerk to obtain and forward to public libraries the books set forth in the law." He adds that the object of this latter branch of the law was doubtless to secure the purchase of the books, "as it had been repeatedly charged that members were sometimes in the habit of receiving the money instead of the books." Commenting upon the resolution of July 7, 1856, the Secretary says, "upon examination of similar resolutions which have been adopted by previous Houses, I find that they substantially agree in their directions to the Clerk with the one now under consideration. The Clerk, to the extent that he acted in carrying out this resolution, *with the recognised and approved precedents of his predecessors*, is entitled to protection, and such I have no doubt was the intention of Congress in framing that part of the law which provides for his indemnity. He should be required to produce to your office satisfactory evidence that he has so acted." Pursuant to this decision the Clerk on the 15th of July, 1857, certified that he had purchassd of one Hugh Tyler twenty-four sets of books, had delivered twenty-one sets to as many members, as appeared by their receipts which he produced, and had three sets still on hand undelivered. It was charged that this certificate was untrue, and that in fact no books had been delivered. This charge in three

To furnish the books to the libraries, under the second branch of the resolution of March 3, 1857, the Clerk employed Messrs. Taylor & Maury and Mr. Shillington, well known booksellers in this city. Mr. Taylor testifies that he endeavored to procure from John C. Rives the Congressional Globe and Appendix, the Diplomatic Correspondence, and the Finance Reports, but that Mr. Rives refused to sell less than 43 volumes to the set of the Congressional Globe and Appendix, while 37 volumes was all that the Clerk, as he understood the law, was authorized to buy. That for the Diplomatic Correspondence he charged $25 a set, while the Clerk was allowed to give but $15; and for the Finance Reports he charged $24 50 a set, the price fixed to be paid by the clerk being $24. That failing to get the books there, he collected them in the general market wherever he could find them, except the Finance Reports, which Mr. Rives finally supplied at $24 a set, and a portion of the Diplomatic Correspondence that he could not procure. That the books were delivered in one of the committee rooms of the Capitol, received by Mr. Bailey, Mr. Emerick, and others, and every set that was brought in was examined. "Of course we did not examine every volume thoroughly to see whether it was imperfect or not, because we could not do that. If there was any imperfection found, we stood ready to make it right; so we do in all other cases."

Mr. Bailey, who has been connected with the Clerk's office some eight years, testifies that he had charge of the book business after the 1st of April, 1857; that in the absence of the Clerk, and under instructions from him to have everything right in the matter, and to see that the books should be in good condition, he gave his personal attention to receiving the books furnished for the libraries, aided by Mr. Emerick; that he attended to having the books packed and boxed up, and sent to the libraries; that he neither received nor sent away any books that he knew were not in good order.

Mr. Robert K. Elliott testifies that, from the 20th of October to the 7th of December last, at the instance and in the employ of John C. Rives, he visited 22 public libraries, in the States of Indiana, Ohio, New York, New Hampshire, Massachusetts, Pennsylvania, and Maryland, to look for the Congressional Globe and Appendix, the Finance Reports, and the Diplomatic Correspondence; that he found of the first work, in each library he visited, from 37 to 76 volumes, some of them much worn and soiled by dampness, and in some cases the labels off; the Diplomatic Correspondence was in many instances found wanting, but no charge had been made for it as he ascertains. No complaint was made in regard to the Finance Reports. A portion of these libraries were supplied by the present Clerk. Some complaints have been made that in some cases there were duplicate volumes of the Congressional Globe and Appendix, and in others a volume wanting. This is very satisfactorily explained by Mr. Bailey as resulting from the mistake of the binder—not affecting the contents of the work.

It appears that the Clerk very early authorized Mr. Hugh Tyler to purchase the books required for members of the last House. Besides the twenty-four sets of books already referred to and commented upon, it appears that, on the 29th of March, 1857, he procured from Messrs.

left a message for him with his son, who superintended his business, denouncing the suspected agreement, if any such existed.

At the close of the second session of the last Congress five of the employés in the Clerk's office requested leave of absence during the recess, all, with one exception, to engage in the pending presidential canvass. The Clerk granted the leave, but informed them that during the time they would be absent they should be considered out of office, assigning for this course the two-fold reason that he wanted to bestow a portion of his official patronage upon others of his friends, and that he deemed it incompatible with the duties of salaried officers of the government to engage in the strife of a political canvass. Objection was made by some of them to being displaced, and it was proposed by them that their names should be continued upon the pay-roll, as being in office; that on their return they should receipt the pay-roll, and endorse the checks for their pay to the clerk or under his direction. To this arrangement the clerk assented. The absentees appear all to have understood that substitutes were to be employed, and that their pay was to go to the compensation of such substitutes. No substitutes, however, were employed. In fact, during the recess of Congress there was very little to be done. On the re-assembling of Congress at the first of December following, four of these five clerks returned to their duties, and carried out this agreement by receipting the pay-roll for their salaries during the months of September, October, and November, amounting in the aggregate to $1,800; endorsed the checks drawn for their pay and left them with Mr. Ingram, the chief clerk. That officer testifies that at that time they kept their funds deposited at the banking-house of Suter, Lea & Co., or rather with Mr. Suter himself. "The checks were drawn payable to the parties, but upon the subsequent settlement at the bank the checks were placed to the credit of the Clerk, in my bank account. I think this was not long afterwards, a few days or weeks." Mr. Bailey testifies that his attention was called to the matter about the last of March, 1857. "I had a conversation with you [Mr. Cullom] about the matter, and I told you that you should return the $1,800, the amount in question, to the treasury; that the depositing that amount in the bank of Suter, Lea & Co. did not answer the purpose which you designed it should. You said it was your purpose to have the matter done correctly and would so make your settlement at the treasury. I told you that you should charge yourself in the account current with this item of $1,800, the amount withheld from these clerks, and that would make the account square, and I understood you to say that you would have the matter carried out in that way." He further states, that when the act of March 3, 1857, was passed requiring disbursing officers to keep their accounts with the treasury, the chief clerk, Mr. Ingram, in making up his estimates of the amount in the hands of Suter, Lea & Co. included this item of $1,800, and that it was returned to the treasury as a part of the general deposit.

In the account rendered to the treasury by the Clerk, after the close of his term, filed on the 3d of March, 1858, the Clerk is charged with a balance on hand, and among others with this item, without date:

"Amount withheld from William Bailey, J. C. Greenlease, J. J.

acquaintance with him his wealth has been annually increasing. As he increased in years he increased in wealth, and latterly the increase has been larger than formerly." It shows that his means were ample, his credit good, and his character for integrity irreproachable. Mr. French, one of his predecessors in office, on being asked what are the opportunities in this city for such a man to realize money by dealing in real estate, and taking advantage in buying and selling, says: "I should think perhaps no man could make money faster in any other way."

It appears in evidence that the Clerk has fully settled his accounts at the treasury, and that, during his entire term of office, all moneys to his credit as Clerk, were drawn only upon checks prepared by his chief clerk, or the person acting for him in his absence, which were drawn upon vouchers being presented.

Your committee having now completed the labors assigned them by the House, pray to be discharged from further consideration of the subject. They ask leave to report the following resolutions, and to be discharged from the further consideration of the subject referred to them:

Resolved, That there is nothing connected with advertising proposals, accepting bids, or selecting or purchasing the stationery for the use of the House of Representatives, which reflects the slightest discredit upon William Cullom, the late Clerk.

Resolved, That in the management and disposal of the stationery great abuses have existed, but as these have been continued for a series of years, no special blame attaches to the late Clerk.

Resolved, That negligence and carelessness have been shown in the execution of the House resolution of the 30th of January, 1846, by the said clerk, though there is no evidence of either corruption or dishonesty in the premises on the part of the late clerk.

Resolved, That negligence and inattention have been shown by the late Clerk in the execution of the resolution of July 7, 1856, and the act of March 3, 1857.

Resolved, That in the settlement of his accounts at the Treasury Department for the purchase and delivery of books to certain members of the 34th Congress, under the resolution of July 7, 1856, the Clerk certified to the purchase and delivery of two sets of books which were not in fact delivered, but money, in whole or in part, had been taken in lieu thereof; and a custom is proved to have previously existed of exchanging books for money; and in the two instances of the receipts filed by the late Clerk the money had been paid at the special instance of the members themselves.

All of which is respectfully submitted.

Schedule of papers (copies of) transmitted in letter of First Comptroller of the Treasury of February 10, 1858, addressed to the Hon. Howell Cobb, Secretary of the Treasury, in compliance with the request contained in the communication of the Hon. Horace Maynard, of the House of Representatives, and chairman of select committee, addressed to the honorable Secretary February 1, 1858, and containing the resolutions of the committee, of which the following is a copy:

"SIR: The committee appointed under the resolution of the House of Representatives, December 18, 1857, to investigate the conduct and account of William Cullom, the late Clerk, in their session of this morning passed the following resolution, viz:

"*Resolved*, That the Secretary of the Treasury be requested to furnish to this committee a copy of the letter addressed to him by Hon. E. Whittlesey, late Comptroller, giving his reasons for withholding his approval of a requisition drawn by General Cullom, late Clerk of the House of Representatives, for $50,000.

"Also, that the Hon. William Medill, present Comptroller of the Treasury, be requested to furnish this committee with a copy of said requisition, and of all the said correspondence between the late Comptroller and late Clerk in relation to the payment of any other requisition drawn by said Clerk, disapproved by Mr. Whittlesey, late Comptroller.

"And also copies of all the official correspondence between the late Clerk and the Secretary and Comptroller of the Treasury.

"I remain, with great respect, your obedient servant,

"HORACE MAYNARD,
"*Chairman.*

"Hon. HOWELL COBB,
"*Secretary of the Treasury.*"

A. No. 1. Letter (March 21, 1857) of Hon. E. Whittlesey, late Comptroller, to Secretary of the Treasury, giving his reasons for withholding his approval of a requisition drawn by General Cullom, late Clerk House of Representatives, for $50,000.

NOTE.—The requisition is not on file in this office, nor in the department, and therefore a copy of it cannot be furnished. It is believed that it was returned to the messenger who brought it.

B. No. 1. Letter (September 2, 1856) of Hon. E. Whittlesey, late Comptroller, to Secretary of the Treasury, enclosing letter of September 1, 1856, giving his reasons for withholding his approval of a requisition drawn by General Cullom, late Clerk,

for $10,000, to pay additional compensation to the employés of the House, under the resolution of the House of August 15, 1856.

NOTE.—See copy of requisition marked B, No. 12.

B. No. 2. Letter of Hon. E. Whittlesey, of September 6, 1856, to William Cullom, late Clerk, requesting copies of resolutions of the House of August 15, 16, and 18, 1856.

B. No. 3. Letter (September 8, 1856) of W. P. Ingram, chief clerk, inclosing said resolutions, and giving additional names of persons entitled to extra compensation.

B. No. 4. Letter (September 12, 1856) of Hon. E. Whittlesey, late Comptroller, to Secretary of Treasury, asking information as to whom shall be paid under resolution of the House of August 15, 1856, &c.

NOTE.—Endorsement bv Secretary directing the payment of those employés of the House who do not receive salaries fixed by law.

B. No. 5. Letter (September 12, 1856) of Hon. E. Whittlesey, late Comptroller, to General Cullom, late Clerk, informing him of said decision of the Secretary, and transmitting a list of employés of the House entitled to extra compensation, with the request that he would certify that none of them received a salary.

B. No. 6. Letter (September 12, 1856) of W. P. Ingram, chief clerk, declining to give said certificate, and adding the names of other employés to the list.

B. No. 7. Letter (September 15, 1856) of Hon. E. Whittlesey, late Comptroller, to W. P. Ingram, chief clerk, enclosing list of employés of the House entitled to extra compensation, with the request that he would designate those on the list in receipt of salaries; the amount of salaries allowed each by law; and the acts, joint resolutions, or resolutions of the House under which said officers or employés were appointed.

B. No. 8. Letter (September 16, 1856) of W. P. Ingram, chief clerk, to Hon. E. Whittlesey, late Comptroller, returning said list, with a designation of those thereon who receive a salary; referring the Comptroller to the estimates of the Secretary for the fiscal year ending June 30, 1857, as to the amount of salary allowed by law to each; and making explanations in reference to the capitol police.

NOTE.—The list is hereto attached.

B. No. 17. Letter (October 1, 1856) of W. P. Ingram, late chief clerk to the Secretary of the Treasury, in reply to the statement contained in the First Comptroller's letter of September 27, 1856, (marked B. No. 15,) to the effect that the Secretary had not given instructions to advance any part of General Cullom's requisition for $10,000, and that no part of the draft remitted to him could be legally applied to the payment of any part of that requisition; and giving his reasons why said requisition should be paid.

B. No. 18. Letter (October 10, 1856) of William P. Ingam, late chief clerk to the Secretary of the Treasury, requesting his decision in reference to General Cullom's requisition for $10,000.

B. No. 19. Letter (October 15, 1856) of Hon. E. Whittlesey, late Comptroller, to the Secretary of the Treasury, reviewing his decision (B. No. 1) in reference to General Cullom's requisition for $10,000; and in reply to Mr. Ingram's argument, (marked B. No. 17.)

B. No. 20. Letter (December 29, 1856) of Hon. E. Whittlesey, late Comptroller, to the Secretary of the Treasury, transmitting certain papers, (marked B No. 1, B No. 17, and B No 19,) in answer to a resolution of the House of December 24, 1856, upon the Secretary.

B. No. 21. Letter (January 30, 1857) of Hon. E. Whittlesey, late Comptroller, to the Secretary of the Treasury, in answer to inquiry made of the Secretary, by Hon. L. D. Campbell, chairman of Committee of Ways and Means, dated January 12, 1857, to state under what authority the payments of extra compensation to the employés of the House of Representatives, for the 29th, 30th, 31st and 34th Congresses were made.

B. No. 22. Letter (July 26, 1856) of Hon. E. Whittlesey, late Comptroller, to the Secretary of the Treasury, in reply to a letter of General Cullom of 7th instant, with a requisition for $500 to pay Messrs. Gilbert and Spicer under House resolution of August 3, 1854.

NOTE.—Copies of requisition, certificates, and statements of General Cullom, T. L. Smith, First Auditor; Elisha Whittlesey, late Comptroller; W. P. Ingram, late chief clerk; A. B. Claxton, and note of Comptroller, are hereto attached.

B. No. 23. Letter (April 29, 1857) of Hon. E. Whittlesey, late Comptroller, to W. P. Ingram, late chief clerk, informing him that Mr. Cullom's requisition for $500 of July 7, 1856, to pay Messrs. Gilbert and Spicer, has been presented to him, but that no payment can be made on requisitions of this character, unless accompanied with the certificate of the clerk, that it is to pay the usual extra compensation, and that the persons embraced in it have not received the benefits of the joint resolution of July 20, 1854.

B. No. 24. Letter (May 30, 1857) of Hon. W. Medill, Comptroller, to General Cullom, late clerk, informing him of his decision in the case of Messrs. Gilbert and Spicer, and that a requisition for their *pro rata* proportion of the extra compensation will be paid.

NOTE.—Copy of decision hereto attached.

B. No. 25. Letter (October 30, 1857) of Hon. W. Medill, Comptroller, to General Cullom, late Clerk, enclosing a copy of a letter addressed by said Comptroller, to Edward E. Gilbert, esq., on the subject of his claim for extra compensation, and in answer to his letter of July 13, 1857.

NOTE.—Copy of a letter to Mr. Gilbert, hereto attached.

B. No. 26. Letter (August 20, 1857) of Hon. W. Medill, Comptroller, to Secretary of the Treasury, enclosing letter to General Cullom, late Clerk, and his decision on the case of Charles H. Upton, messenger in the House post office, who claimed extra compensation under resolution of House of August 15, 1856, and increase of salary under House resolution of August 16, 1856.

NOTE.—The letter to General Cullom, (dated August 11, 1856,) and also said decision (of same date) are hereto attached.

B. No. 27. Letter (July 3, 1857) of Hon. Howell Cobb, Secretary of the Treasury, to Hon. W. Medill, Comptroller, transmitting for his information a copy of his letter (June 30, 1857,) to Hon. T. L. Smith, First Auditor, giving his decision upon certain accounts allowed by the Committee of Accounts of the House, and paid by General Cullom, late Clerk.

NOTE.—The letter (June 30, 1857) to Hon. T. L. Smith, is hereto attached.

C. No. 1. Letter (March 28, 1857) of Hon. Wm. Cullom, late Clerk, to Hon. Howell Cobb, Secretary of the Treasury, making a requisition for $32,950 under act to supply deficiencies for fiscal year ending June 30, 1857, to indemnify the clerk for sums expended for books under House resolution of July 7, 1856, and to enable him to purchase books for such members as have not received the same; also enclosing the receipt of Messrs. Gales & Seaton to said Clerk for said amount.

NOTE.—Endorsement of Hon. E. Whittlesey, late Comptroller, that the amount be advanced for the purposes indicated, and referring to his letter to Messrs. Gales & Seaton, (March 30, 1857,) and their reply, (March 31, 1857.) (For these letters see C No. 3.) The receipt and endorsement are hereto attached.

C. No. 2. Letter (June 9, 1857) of Hon. W. Medill, Comptroller, to Hon. Howell Cobb, Secretary of the Treasury, giving his decision as to advances to be made to General Cullom, late clerk, for the purchase of books for members under the act above set forth.

C. No. 3. Letter (June 11, 1857) of J. M. Ramsey, esq., chief clerk, First Comptroller's office, to Hon. Howell Cobb, Secretary of the Treasury, in answer to an inquiry of the Secretary, whether any part of the appropriation of $138,000 in the deficiency act of March 3, 1857, to indemnify the Clerk for books purchased, and to enable him to purchase others, had been drawn from the treasury, giving a statement of the facts in reference to the advance of $32,850, and enclosing the late Comptroller's letter (March 30, 1857) to Messrs. Gales & Seaton; their reply, (March 31, 1857,) and their receipt.

NOTE.—The Comptroller's letter, Messrs. Gales & Seaton's reply, and their receipt are hereto attached.

C. No. 4. Letter (June 13, 1857) of Hon. Howell Cobb, Secretary of the Treasury, to Hon. W. Medill, Comptroller, giving his decision in reference to the purchase of books by the Clerk of the House under the act of March 3, 1857.

C. No. 5. Letter (June 16, 1857) of Hon. W. Medill, Comptroller, to Gen. Cullom, late Clerk, transmitting to him said decision of the Secretary, (marked C No. 4.)

C. No. 6. Letter (July 7, 1857) of Hon. W. Medill, Comptroller, to Gen. Cullom, late Clerk, giving his reasons for declining to pay his requisition of the 6th instant, for $20,000 as an advance out of the book appropriation of $138,000, under the act of March 3, 1857.

NOTE.—The requisition was returned to the Clerk, and consequently no copy of it can be furnished by this office.

C. No. 7. Letter (August 10, 1857) of William Cullom, esq., late Clerk, to Hon. Howell Cobb, Secretary of the Treasury, calling his attention to the fact, that in the settlement of his account, he was not indemnified for three sets of books purchased under the resolution of the House of July 7, 1856, but not delivered.

C. No. 8. Letter (August 17, 1857) of Hon. W. Medill, Comptroller, to Hon. Howell Cobb, Secretary of the Treasury, in reply to said letter of General Cullom, (C. No. 7,) and giving his reasons for refusing to pay for said books.

C. No. 9. Letter (September 12, 1857) of Hon. W. Medill, Comptroller, to Hon. Howell Cobb, Secretary of the Treasury, making a statement for the Secretary's consideration in regard

to General Cullom's requisition of the 10th instant, for an advance of $20,304 out of the book appropriation under deficiency act of March 3, 1857, and returning requisition and list of books to be furnished.

NOTE.—Endorsement on requisition: that, in view of all the circumstances and the views of the Secretary, he advises the advance, but with the understanding that the Clerk is to embrace in the seventy-two sets estimated for the three sets of books which he has on hand. For list of books see C No. 13.

C No. 10. Letter (September 14, 1857,) of Hon. W. Medill, Comptroller, to Hon. William Cullom, advising him that the Secretary has directed the advance of his requisition of the 10th instant for $20,304, and embodying in the letter his endorsement on the requisition.

C No. 11. Endorsement by Hon. William Medill, Comptroller, (November 4, 1857,) on requisition of General Cullom, late Clerk, of November 2, 1857, for $5,076, as an advance under book appropriation of March 3, 1857, to the effect that he sees no reason why it should not be paid, and submitting the question for the Secretary's direction.

C No. 12. Copy of General Cullom's requisition (dated December 1, 1857,) for $5,176, to enable him to furnish books to members under the deficiency act of March 3, 1857. Also, endorsement (December 2, 1857,) of the Comptroller on said requisition, submitting the question to the Secretary of the Treasury, whether, as the bond of the Clerk is only in the sum of $20,000, this advance should be made to him without some evidence that the others had been properly expended. Also, an addendum (December 7, 1857,) by said Comptroller, stating that General Cullom had called, very near the close of office hours, on the 5th instant, and filed the receipts of Messrs. Taylor & Maury and Joseph Shillington for $17,981 50, making the aggregate of receipts filed $50,831 50, and calling attention to the probability of the election of a Clerk that day by the House.

NOTE.—For copies of receipts see C No. 14.

C No. 13. List of libraries furnished by members of the 34th Congress, to be furnished with certain books named in the act of 3d March, 1857.

C No. 14. Copies of receipts of Messrs. Taylor & Maury, Joseph Shillington, and Gales & Seaton, for books purchased by General Cullom, late Clerk, under deficiency act of March 3, 1857.

D No. 1. Letter (July 10, 1857,) of Hon. William Medill, Comptroller, to General Cullom, late Clerk, returning his requisition of the 9th instant for $25,880 40, on account of purchase of books, and informing him that his account has been referred to the First Auditor for appropriate action.

D No. 2. Copy of account of H. Tyler, certified to by William Cullom, Clerk, of books purchased by him of said Tyler, and delivered to certain members, under the resolution of the House of July 7, 1856, prior to the passage of the act of March 3, 1857.

NOTE.—See D No. 4, as to the payment from the treasury upon account of part of said books purchased, &c.

D No. 3. List of vouchers, being the receipts of twenty-one members and delegates of the 34th Congress for books purchased and delivered to them under the resolution of the House of July 7, 1856, and the act of March 3, 1857.

NOTE.—The receipts are hereto attached.

D No. 4. Statement of First Auditor, No. 128,300, as revised by the First Comptroller, paying Wm. Cullom, Clerk, for 21 sets of books, delivered to that number of members and delegates of the 34th Congress, as per list of vouchers heretofore cited.

D No. 5. Report of First Auditor, as revised by the Comptroller, based upon said statement.

D No. 6. One set of books delivered to Hon. W. H. Sneed, as per list, attached to which is the account of Hon. Wm. Cullom, Clerk, certified as delivered, and report of First Auditor, No. 129,424, finding due thereon to Mr. Cullom $1,101 75, which account has not yet been certified by the Comptroller, for the reason assigned in a note appended to the list of books, signed by the proper clerk, to whom it was referred, under date of December 6, 1857.

D No. 7. Copy of *caveat* filed July 13, 1857, in the office of the First Auditor, by R. Mayo, against any precipitate action in the settlement of the account of Wm. Cullom, Clerk, (marked D No. 2,) denouncing it to be a fraudulent account; asking that he may be permitted to make proof of the statement, and giving a list of witnesses to be examined.

D No. 8. Letter (July 14, 1857,) of Hon. T. L. Smith, First Auditor, to Hon. Wm. Medill, Comptroller, acknowledging the receipt of Comptroller's letter of the 10th instant, enclosing an opinion of the Secretary of the Treasury in reference to the fourth paragraph, under the head of appropriations for contingent expenses of the House, contained in the deficiency act approved March

3, 1857; also a copy of Comptroller's letter of the 7th instant to the Clerk; and also an account of Hugh Tyler, (D No. 2,) giving his views upon said account, and returning it to the Comptroller.

D No. 9. Letter (July 16, 1857,) of Hon. W. Medill, Comptroller, to Hon. T. L. Smith, First Auditor, advising him that the account of General Cullom (D No. 2) had been referred to the Secretary of the Treasury; that he would communicate with him directly on the subject, and returning said account.

D No. 10. Letter (July 16, 1857,) of Hon. Howell Cobb, Secretary of the Treasury, to Hon. T. L. Smith, First Auditor, giving his decision that the section of the deficiency act of March 3, 1857, appropriating money to indemnify the Clerk for books purchased under the resolution of the House of July 7, 1856, does not add the amount appropriated to the contingent fund of the House, and that the accounting officers are authorized to settle the accounts of the Clerk in this particular, with the previous action of the Committee on Accounts, upon satisfactory evidence of their correctness, in compliance with his directions to the Comptroller.—(C No. 4.)

D No. 11. Letter (July 16, 1857,) of Hon. T. L. Smith, First Auditor, to R. Mayo, esq., acknowledging receipt of his *caveat*, and requesting him to furnish, with the least possible delay, the testimony, in writing, under oath, of the parties by whom he expected to prove his charges.

D No. 12. Copy of the affidavit of Robert Mayo, esq., in reference to the charges against General Cullom, Clerk, filed July 16, 1857.

D No. 13. Supplementary affidavit of Robert Mayo, esq., in reference to said charges, (July 17, 1857.)

D No. 14. Letter (July 21, 1857,) of General Cullom, Clerk, to Hon. Howell Cobb, Secretary of the Treasury, stating that he had just learned, unofficially, of the efforts to prevent the settlement of his account; protesting against the delay in its settlement, and asking that the Auditor be instructed to audit and settle the said account.

D No. 15. Letter (July 21, 1857,) of Hon. T. L. Smith, First Auditor, to R. Mayo, esq., calling his attention to his letter of the 16th instant, to which no reply had been received, and that unless he furnished proof of his charges by Thursday next he would take up and audit said account.

D No. 16. Letter (July 21, 1857,) of R. Mayo, esq., to Hon. T. L. Smith, First Auditor, enclosing a written statement of John C.

Rives, esq., and suggesting the propriety of calling upon said Rives, and others whose names are given, for their testimony in reference to said account of General Cullom and the charges made against it.

NOTE.—The statement of Mr. Rives is hereto attached.

D No. 17. Letter (July 29, 1857,) of William Cullom, Clerk, together with a postscript, verified by his affidavit, to Hon. Howell Cobb, Secretary of the Treasury, in reference to the charges preferred against him by R. Mayo, esq., and giving a statement of his purchase of the books mentioned in his said account, and enclosing certificates of John Bailey and Daniel Buck, assistant Clerks, which are attached hereto.

D No. 18. Letter (July 31, 1857,) of R. Mayo, esq., to Hon. W. Medill, Comptroller, enclosing to him a copy of his petition to the President of the United States, in which allusion is made to two communications to the Auditor of the 24th, and the communications given.

NOTE.—The letter to the President embodying said communications is hereto attached.

D No. 19. Letter (July 31, 1857,) of Hon. William Cullom, Clerk, to Hon. Howell Cobb, Secretary of the Treasury, stating that in his communication of the 29th instant he omitted to state that the books set forth in the communication of Messrs. Rives and Mayo could be furnished in any reasonable quantity by the booksellers of the city; enclosing a letter from Joseph Shillington, esq., proposing to furnish said books, (which is hereto attached;) and asking how much longer he is to be delayed in the settlement of his said account.

D No. 20. Affidavit of J. W. Allen, (August 3, 1857,) in answer to note of Hon. T. L. Smith, (August 1,) enclosing a copy of R. Mayo's letter to him and Hugh Tyler's account.

D No. 21. Letter (August 3, 1857,) of John C. Rives, esq., to Hon. T. L. Smith, First Auditor, in reply to note of said Auditor, (August 1, 1857,) accompanied by a copy of R. Mayo's caveat and an account of H. Tyler, in reference to the charges against General Cullom, Clerk.

D No. 22. Affidavit of Edward Deeble, (August 3, 1857,) in answer to note of the First Auditor, (August 1, 1857,) in reference to R. Mayo's charges against the account of General Cullom, Clerk of the House of Representatives.

D No. 23. Affidavit of John Tretler, (August 4, 1857,) in reference to said charges.

D No. 24. Affidavit of W. W. Moore, (August 4, 1857,) accompanied with a written statement (dated March 7, 1857) in reference to the charges aforesaid.

D No. 25. Letter (August 4, 1857,) of N. Sargent to First Auditor, in reference to the charges aforesaid.

D No. 26. Affidavit of Hudson Taylor, of the firm of Taylor & Maury, (August 5, 1857,) in reference to the charges aforesaid.

D No. 27. Affidavit of H. Tyler, (August 4, 1857,) accompanied with a copy of his account, in reference to the charges aforesaid.

D No. 28. Letter of H. Tyler, (August 5, 1857,) making correction in the language used in his affidavit of the 4th instant.

D No. 29. Certificate of First Auditor, (August 6, 1857,) that rates charged for books in General Cullom's account (marked D No. 2) do not exceed the prices heretofore paid for the same.

D No. 30. Letter of R. Mayo (August 8, 1857,) to Hon. W. Medill, First Comptroller, and Hon. T. L. Smith, First Auditor, asking that further time be given for the production of evidence in the matter of the book account of General Cullom, Clerk. (D No. 2.)

NOTE.—Endorsement on said letter by the proper clerk in the Comptroller's office, to the effect that the account of General Cullom for books (No. 128,300) had been certified by the Comptroller before the reception of said letter.

D No. 31. Statement of moneys advanced and payment made to Hon. William Cullom, late Clerk, on account of books furnished to members under House resolution of July 7, 1856, and act of March 3, 1857.

MISCELLANEOUS.

E No. 1. Letter of Hon. E. Whittlesey (May 30, 1856,) to Mr. Cullom, requesting certain papers in the case of Glover & Mather.

E No. 1½. Letter of same to same, (July 10, 1856,) transmitting list of balances of appropriations made prior to July 1, 1854, which, by act of August 31, 1852, appear liable to be carried to the surplus fund. Requests his consideration thereof.

E No. 2. Letter of same to same, (July 24, 1856,) advising him of the adjustment at the treasury of his accounts for salaries of draughtsmen and clerks, and maps, and for salaries of Capitol police, from December 1, 1855, to June 30, 1856.

E No. 3. Letter of same to same, (July 25, 1856,) advising him of the adjustment of his accounts for salaries of clerks of committees of the House of Representatives from February 6 to June 30, 1856, and salaries of clerks in his office from December 1, 1855, to June 30, 1856.

E No. 4. Letter of same to same, (August 1, 1856,) advising him of the adjustment of the following accounts: For laborers employed in the House of Representatives from February 6 to June 30, 1856; for saddle-horses for same period; for fuel, oil, and candles, for the use of the House of Representatives; for Annals of Congress for 143 members of thirty-second Congress; and for engraving and lithographing for the House of Representatives from February 6 to June 30, 1856.

E No. 5. Letter of same to same, (August 1, 1856,) advising him of the adjustment of the following accounts: For newspapers for members of the House of Representatives from February 6 to June 30, 1856; for horses and mail carriages for use of the House of Representatives for same period; and for furniture and repairs for same period.

E No. 6. Letter from same to same, (August 4, 1856,) advising him of the adjustment of the following accounts: For Statutes at Large for members of the House of Representatives, per resolution of February 2, 1856; for Annals of Congress for the library of the House of Representatives; for books for members from Virginia, Kentucky, Nebraska, and Kansas; for reporting and publishing in the Daily Globe the proceedings of the House of Representatives, first session of the thirty-fourth Congress; for stationery for the House of Representatives; all covering the period from February 6 to June 30, 1856.

E No. 7. Letter of same to same, (August 5, 1856,) advising him of the adjustment of the following accounts: For folding documents; for books voted to the members of the thirty-third Congress; for twenty-four copies of the Congressional Globe; for binding 192 volumes of the Congressional Globe and Appendix; for reporting the proceedings of the House of Representatives, second session of the thirty-second Congress; for messengers employed in the House of Representatives; for compensation of messengers in charge of the hall of the House of Representatives; for compensation of pages employed in the House of Representatives; and for compensation of two messengers in the office of the Clerk of the House of Representatives; all covering the period from February 6 to June 30, 1856.

E No. 8. Letter of same to same, (August 6, 1856,) advising him of the adjustment of his account for binding documents for the House of Representatives from February 6 to June 30, 1856.

E No. 9. Letter of same to same, (August 13, 1856,) advising him of the adjustment of his account for miscellaneous items for the House of Representatives from February 6 to June 30, 1856.

E No. 10. Letter of same to same, (August 14, 1856,) advising him of the adjustment of his account for books for members of the thirty-second Congress from February 6 to June 30, 1856.

E No. 11. Letter of same to same, (August 26, 1856,) asking what action of his is desired in relation to a receipt or order of Mr. Bennett, late contesting delegate from Nebraska, presented by Mr. Sweeny, of the banking-house of Sweeny, Rittenhouse, Fant & Co.

E No. 12. Letter of Mr. Ingram, chief clerk, Clerk's office, House of Representatives, (August 26, 1856,) in reply to the foregoing, (E No. 11.)

E No. 13. Letter of same to Hon. E. Whittlesey, (September 5, 1856,) expressing a willingness to pay the claim of Mr. Bennett, provided he was safe in so doing.

E No. 14. Letter of Hon. E. Whittlesey to Mr. Ingram, (September 6, 1856,) in reply to the foregoing, (E No. 13.)

E No. 15. Letter of Hon. E. Whittlesey to William Cullom, (September 10, 1856,) transmitting a statement of the facts in the case of John B. Holman, deceased, late secretary of legation at Santiago, to be filed with the papers and report in the Court of Claims.

E No. 16. Letter of Mr. Ingram, chief clerk, Clerk's office, House of Representatives, in reply to the foregoing, (E No. 15,) dated September 11, 1856.

E No. 17. Letter of Hon. E. Whittlesey to Mr. Cullom, asking for any papers that may be on file in relation to the claim of Carmick & Ramsey, (September 27, 1856.)

E No. 18. Letter from same to same, (October 2, 1856,) asking to be informed whether or not Hon. J. Patton Anderson, delegate from Washington Territory, is still in Washington city.

E No. 19. Letter of Mr. Ingram, (October 3, 1856,) in reply to the foregoing, (E No. 18.)

E No. 20. Letter of Hon E. Whittlesey to Mr. Cullom, (October 14, 1856,) asking to be furnished with the materials on which was based the appropriation of $11,595, in connexion with reciprocity treaty, (Sess. Laws, 1st sess. 34th Cong., p. 29,) and that for allowance of $4 per day for subsistence (p. 91, same.)

E No. 21. Letter of same to same, (December 6, 1856,) stating that the bill of Messrs. Bowne & Hasbrouck, for transferring and printing Coast Survey maps, has been examined, and will be allowed in the settlement of his account.

E No. 22. [Enclosed for information.] Letter of Hon. E. Whittlesey to Hon. George S. Houston, in relation to accounts of Mr. Cullom, (December 29, 1856.)

E No. 23. Letter of Hon. E. Whittlesey to Mr. Cullom, (December 29, 1856,) inviting his attention to the 2d section act January 31, 1823, entitled "An act concerning the disbursement of the public money."

E No. 24. Letter of same to same, (February 14, 1857,) advising him of the adjustment of his account for folding documents for the House of Representatives, from July 1, to December 31, 1856.

E No. 25. Letter of same to same, (February 16, 1857,) advising him of the adjustment of the following accounts: For engraving and lithographing for House of Representatives; for binding documents for the House of Representatives; and for compensation of pages and mail boys in the House of Representatives; all covering the period from July 1, to December 31, 1856.

E No. 26. Letter from same to same, (February 17, 1857,) advising him of the adjustment of the following accounts: For furniture and repairs of the House of Representatives; for Statutes at Large for members of the House of Representatives; for entire compensation to clerks, &c., of Kansas investigating committee; for binding 24 copies Congressional Globe and Appendix for each member and delegate; for books for new members from Virginia, Kentucky, and New York, and delegates from Kansas and Nebraska; for fuel, oil, and candles for the House of Representatives; for furniture for committee rooms in the south wing of the extension of the Capitol; for compensation of 21 messengers in the House of Representatives; and for 24 copies Congressional Globe and Appendix for each member and delegate, 1st session 34th Congress; all covering the period from July 1, to December 31, 1856.

E No. 27. Letter from same to same, (February 18, 1857,) advising him of the adjustment of the following accounts: For Annals of Congress for library House of Representatives; for compensation of laborers in the House of Representatives; for books voted for members of the 33d Congress; for Annals of Congress for 143 members of the 32d Congress; for horses and carriages for use of the House of Representatives; and for miscellaneous items in House of Representatives; all covering the period from July 1, to December 31, 1856.

repairs; for entire compensation to the clerks, Sergeant-at-arms, &c., of the Kansas investigating committee; for furniture for committee rooms in the south wing of the extension of the Capitol; and for folding documents for members of the House of Representative; all covering the period from January 1 to March 31, 1857.

E No. 38. Letter from same to same, (April 29, 1857,) advising him of the adjustment of the following accounts: For 100 copies of Congressional Globe and Appendix; for binding 24 copies of Congressional Globe and Appendix for each member and delegate of the 1st session 34th Congress; for engraving and lithographing for the House of Representatives; for additional compensation of John C. Rives for Congressional Globe and Appendix; for reporting and publishing the proceedings of the 34th Congress; for compensation of pages and mail boys; and for compensation of laborers employed in the House of Representatives; all covering the period from January 1 to March 31, 1857.

E No. 39 Letter from Hon. W. Medill to William Cullom, (May 11, 1857,) advising him of the adjustment of his account for quarter ending March 31, 1857, for newspapers for members of the House of Representatives.

E No. 40. Letter from same to same, (May 27, 1857,) advising him of the adjustment of his account for additional compensation to employés of House of Representatives under resolution of the House of August 15, 1856, and 2d section act March 3, 1857, for supplying deficiencies in the appropriations for fiscal year ending June 30, 1857.

E No. 41. Letter from same to same, (May 29, 1857,) advising him of the adjustment of his account for quarter ending March 31, 1857, for stationery for members of House of Representatives.

E No. 42. Letter from same to same, (June 19, 1857,) making inquiry as to the propriety of bringing certain balances on the books of the treasury under the operation of the surplus fund act.

E No. 43. Letter from William Cullom to Hon. Howell Cobb, Secretary of the Treasury, (July 3, 1857,) referred to office of Comptroller July 6, 1857, submitting the matter of payment of burial and transportation expenses of remains of the late Hon. S. W. Harris, of Alabama, for his consideration.

E No. 44. Letter of Hon. W. Medill to Mr. Cullom, (July 10, 1857,) in reply to the foregoing, (E No. 43)

E No. 45. Letter from same to same, (July 6, 1857,) advising him of the adjustment of the following accounts: For compensation

of the Capitol police, and for salaries of officers, clerks, and others receiving an annual salary in said office; both for the quarter ending March 31, 1857.

E No. 46. Letter from same to same, (August 24, 1857,) advising him of the adjustment of his account for the first quarter of 1857, for binding documents of the House of Representatives.

E No. 47. Letter from same to same, (September 26, 1857,) advising him of the adjustment of his account for salaries of officers receiving an annual salary in the House of Representatives.

E No. 48. Letter from same to same, (October 30, 1857,) advising him of the adjustment of his account for the first quarter of 1857, for compensation of clerks on land maps, clerks to committees, and temporary clerks.

E No. 49. Letter from same to same, (December 18, 1857,) advising him of the adjustment of his account for compensation of officers, clerks, and others in the employ of the House of Representatives, from July 1 to November 30, 1857.

A No. 1.

TREASURY DEPARTMENT,
Comptroller's Office, March 21, 1857.

SIR: The act approved March 3, 1857, to supply deficiencies, (No. 39,) contains an appropriation of $138,000 for the purpose, in the clause mentioned, of which a copy will accompany this.

On the 7th of July, 1856, the House of Representatives adopted a resolution of the following tenor:

"*Resolved*, That the Clerk of the House of Representatives furnish and deliver to each of the members and delegates of the House of the present Congress, who have not already received the same, and pay for the same out of the contingent fund of the House, such numbers and editions of such books of a public character as were furnished to the new members and delegates in the last Congress, under the joint resolution of February 23, 1854, and the resolution of the House of Representatives of June 20, 1854: *Provided*, That they be furnished at prices not exceeding those for which they were heretofore supplied to such members and delegates."

At the date of the resolution copied above, the 3d section of an act approved on the 3d of March, 1853, was in full force, and is as follows, to wit:

"That hereafter no books shall be distributed to members of Congress except such as are ordered to be printed as public documents by the Congress of which they are members: *Provided*, That this section shall not prohibit or interfere with the distribution to members who

have heretofore received books under an order of either house, of the remaining volumes or parts, so as to complete the sets of which they have received part."—(Vol. 10, page 188.)

The resolution, therefore, of the 7th of July, 1856, was and is, of itself, wholly inoperative and void.

Vitality was given to it by the clause of the act of March 3, 1857, and herewith presented. The said clause has two objects in view:

1st. To indemnify the Clerk of the House of Representatives for such sums as he had expended for books, within the purview of the resolution of June 7, 1856, after that date, and before the 3d of March, 1857, the date of said deficiency act.

2d. To enable said Clerk to purchase the books in said clause enumerated, except Jefferson's Works, which it is said were deposited in the Library.

3d. To place the books so purchased in a public library in the district of the member, or delegate, to be designated by him, so that the people so represented should have the benefit of the expenditure of the money, and not the representative or delegate, to the exclusion of his constituents. An abuse had existed which Congress determined to correct.

The proceedings of the Senate on the 3d of March instant, on the report of the committee of conference on the disagreement of the two houses, as reported in the Globe, shows that it had been stated the Clerk had purchased books under the resolution of the 7th of July, 1856. If such representations had not been made, and if they had not been believed to be true, it is very evident, to my mind, that no appropriation would have been made to purchase books.

Your attention is invited to that discussion in the Senate, presented herewith.

On the 18th of March instant, Mr. Bates, a messenger of the House of Representatives, presented the requisition of William Cullom, esq., Clerk of the House of Representatives, for $50,000, part of said appropriation of $138,000.

I declined to certify said requisition to you for your warrant, for two reasons:

1st. It was not accompanied by any proof that he had purchased any part of the books under the resolution of the House of Representatives of July 7, 1856.

2d. And if proof of that fact had been presented, there was no evidence to show that the books were within the control of the Clerk to forward to the public libraries to which the law requires them to be sent.

I now submit for your consideration that proof on both points should be made before the appropriation or any part of it be placed in the hands of said Clerk.

My remark is particularly applicable to the appropriation: "To indemnify the Clerk for such sums as he may have expended for books under a resolution of the House of Representatives of July 7, 1856."

This enactment presupposes the Clerk had made purchases from his own funds or means, and that he stood in the condition of a creditor, and was to be remunerated for his advances.

If he so purchased, it should appear by satisfactory evidence from whom the purchase was made, at what time, and how much he paid. He was an agent of the House, (so far as the House could constitute an agent against a positive law,) and is subject to the law controlling the relations of principal and agent.

One rule is, that the agent cannot, without committing a fraud, speculate upon his principal. If he purchases with the funds of the principal on favorable terms, he can charge the principal no more than he gives. The law contemplates to relieve him, if he purchased under the said resolution of July 7, 1856. The time of the purchase, therefore, is important, to show whether it comes within the provision of the law. It is important to know from whom the purchases were made, that the accuracy of the account of the Clerk may be tested, if any doubt should exist concerning it.

The amount paid should be specifically stated, to guard the rights of the principal. It is averred by gentlemen of high responsibility, and I believe it to be true, that heretofore it has, to some considerable extent, been the practice for the Clerk to purchase the rights of members who have been entitled to books, and not to purchase books as contemplated.

The prices of the publishers being ascertained, the Clerk has given the members a part of that price that they have given receipts for books, which has enabled the Clerk to charge the United States the full value of the books to be so distributed, and the money has been divided between the Clerk and the members so combining with the Clerk in such proportions as they have agreed upon.

In that way the publishers have been defrauded, as their books, published at heavy expenses, have remained on hand; the treasury has been defrauded of the amount retained by the Clerk, and the people have been defrauded by withholding the information the books were designed to disseminate.

The act of March 3, 1857, chapter 43, being "An act to amend an act entitled 'An act to provide for the better organization of the treasury, and for the collection, safe-keeping, transfer, and disbursement of the public revenue,'" provides that disbursing agents shall deposit their moneys with the Treasurer of the United States, or with some one of the assistant treasurers or public depositaries, and draw for the same only in favor of the persons to whom payment is to be made in pursuance of law and instructions. So far as purchases shall be made hereafter, there will exist no necessity or law to place money in the hands of the Clerk to be taken from the treasury, but it will be drawn by warrant, and deposited to his credit, to be drawn upon as set forth by the act referred to, or be deposited by him after being drawn.

Most respectfully submitted by, yours,

ELISHA WHITTLESEY.

Hon. HOWELL COBB,
Secretary of the Treasury.

Copy of the appropriation of $138,000, *contained in the act of March 3, 1857, for purchase of books.*

To indemnify the Clerk for such sums as he may have expended for books under a resolution of the House of Representatives of July 7, 1846, and to enable him, under said resolution, to furnish for each member and delegate of the House of Representatives who has not heretofore received the same, the following enumerated books, viz: Gales & Seaton's Register of Debates, Congressional Globe and Appendix, Public Land Laws, Instructions and Opinions, Elliott's Debates, Diplomatic Correspondence, Opinions of the Attorney's General, (in five volumes,) Finance Reports, Gales & Seaton's Annals of Congress, Johns Adams' Works, Jefferson's Works, (to be supplied from the number of said work now in charge of the Librarian,) Hickey's Constitution, and Mayo & Moulton's Pension and Bounty Land Laws, one hundred and thirty-eight thousand dollars, or so much thereof as may be necessary, is hereby appropriated out of any money in the treasury not otherwise appropriated, provided they be furnished at prices not exceeding those for which they were heretofore supplied; and provided, also, that said books be forwarded by the Clerk to such public library in the district of each of said members and delegates as may be designated by said member and delegate.

B No. 1.

TREASURY DEPARTMENT,
Comptroller's Office, September 2, 1856.

SIR: I hand to you a paper containing my construction and views of the latter part of the resolution of the House of Representatives of the 15th of August, 1856.

It will be accompanied by the roll or list of persons referred to in the requisition of Mr. Cullom, embracing the last clause of the resotion; also, by the papers handed to me yesterday by the Hon. Mr. Banks and by the Hon. Mr. Campbell, and by the resolution of August 15, and by Mr. Cullom's letter.

The two last I shall need again.

Most sincerely yours,

ELISHA WHITTLESEY, *Comptroller.*

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

TREASURY DEPARTMENT,
Comptroller's Office, September 1, 1856.

The Hon. William Cullom, Clerk of the House of Representatives, addressed a letter of the date of August 29 to the Secretary of the Treasury, requesting him to advance ten thousand dollars, to be charged as follows:

To appropriations in act making appropriations for certain civil

expenses of the government for the year ending the 30th of June, 1857. That clause is as follows: "To enable the Clerk of the House of Representatives to pay additional compensation to its employés and others, authorized by the resolution of the House of Representatives of August fifteenth, eighteen hundred and fifty-six, a sum sufficient for that purpose is hereby appropriated out of any money in the treasury not otherwise appropriated, and is hereby added to the contingent fund of the House of Representatives.—(Section 1 of said act, last sentence.)

The resolution referred to is as follows:

"On motion of Mr. Kunkel,

"*Resolved*, That the Clerk be directed to pay, out of the contingent fund of the House, the usual extra compensation to that class of employés who received the same at the last Congress, and to the other employés of the House, respectively, including those employed in the office of Superintendent of Public Printing, an amount equal to twenty per cent. upon the annual compensation: *Provided*, This resolution shall not be construed to include the public printer."

Under the latter clause of this resolution the Clerk of the House of Representatives, his clerks, messengers, Sergeant-at-arms, Doorkeeper, and the officers whose salaries are fixed by law, claim twenty per cent. on their salaries or compensation, under the designation of other employés.

In a paper handed to me by the Hon. N. P. Banks and the Hon. L. D. Campbell, containing an exposition of the views of Mr. Cullom and the other claimants, as I understand, the question is very pertinently asked:

1st. Who are meant by the term "employés of the House?" The question is then attempted to be solved as follows: "This question was satisfactorily answered by referring to resolutions in past Congresses, where the same term is used, and which was invariably construed to mean all the persons in the employ of the House. The joint resolution of July 20, 1854, which fixes the compensation of the employés in legislative departments, &c., it was found, used the term in the same sense." The joint resolution of July 20, 1854, is not correctly referred to, and instead of sustaining the construction claimed for the resolution of August 15, 1856, it defeats it. That resolution commences as follows:

"That the officers, messengers, and other employés in the legislative department of the government shall be paid an increased compensation of twenty per cent. upon the compensation now received by them, respectively," &c.

Here is a legislative enactment deeming it to be necessary to designate the higher grades by the usual and appropriate terms. "Officers"—by that term all are included who are elected by the House, to wit: the Clerk of the House of Representatives, Sergeant-at-arms, Doorkeeper, &c. "Clerks"—by that term all clerks who have annual salaries are included. There is a class of clerks not appointed under acts of Congress, but under resolutions, who do not serve during the year, and are not paid annual salaries, that are not included. "Messengers"—the same remark applies to them in both particulars, as

there are messengers whose salaries are fixed by law, and there are messengers who are paid for the services actually performed, and not salaries by the year.

The term "employés" is applicable to a lower class, whose offices are not permanent, or whose compensation is not formally fixed by law, and it is in that sense I use the term "lower grade." In heading the list of the names entitled, as is alleged, to the twenty per cent., Mr. Cullom himself adopts the language of the resolution of July 26, 1854, as follows: "Names of officers, clerks, and other employés in the House of Representatives who are entitled to receive twenty per cent. upon their annual compensation, by virtue of the resolution of the House of Representatives of the 15th of August, 1856." Why use the terms "officers and clerks," that are not mentioned in the resolution of August 15, if they are embraced under the term "and other employés?"

The exposition handed to me proceeds to say: "The usual extra compensation resolutions passed at the end of each session of the 32d Congress use the word 'employés' as descriptive of the persons to be benefitted; and by referring to the Clerk's report of contingent expenditures, it appears that the Clerk, Sergeant-at-arms, Doorkeeper, Postmaster, clerks, messengers, pages, folders, and laborers, were meant; no one, except the Speaker and printer, was omitted."

Whatever may have been the practice before the passage of the joint resolution of July 20, 1854, it cannot vary the express provisions of that resolution. It gives twenty per cent. to the officers, clerks, messengers, and other employés in the legislative department of the government upon the compensation then received by them.—(Stat. at Large, vol. 10, p. 594.)

The second provision is, "that the usual extra compensation shall not hereafter be allowed to any person receiving the benefits of this joint resolution."

The Clerk of the House of Representatives, the clerks, messengers, and all other employés did receive said twenty per cent. where they were officers and had fixed salaries; and if there are any who did not receive it, it was because the per centage did not amount to a sum equal to what they hoped to receive by a resolution. Since the passage of the resolution of the 20th of July, 1854, no increase has been paid to a salary officer under a resolution of one house, if the officer received the twenty per cent. under that resolution, unless his salary was increased by the act of March 3, 1855. That act fixed the salaries of all officers of the House by certain definite sums; and a question of much importance arises, can one house increase salaries thus fixed by a separate resolution? The object of the joint resolution of July 20, 1854, was to prevent such practices thereafter. The language is plain, clear, and explicit, without any ambiguity, and it was intended to correct an evil, long known to exist, of evading general laws by the action of one house. If giving twenty per cent. is not within its spirit and import, it may be evaded—rendered null and void—by using any word that grants money, if the words "usual extra compensation" are omitted.

1. My opinion is, a positive prohibition in a law passed by both

houses of Congress, and approved by the President, cannot be changed by a resolution of one house.

2. That the Clerk, and officers, &c., of the House of Representatives who received the benefits of the joint resolution of July 20, 1854, cannot legally receive higher salaries, by the way of per centage or compensation, without the express action of both houses.

3. That an appropriation in the language of the act of August 18, 1856, referring to the resolution of the House of the 15th of August, is not such action as can change a well-defined law.

4. These views are sustained by the practice; for since the passage of the resolution of July 20, 1854, no person, officer, or employé who received the benefit of the resolution has received any compensation allowed to others by subsequent resolutions.

Most respectfully,

ELISHA WHITTLESEY.

B No. 2.

TREASURY DEPARTMENT,
Comptroller's Office, September 6, 1856.

SIR: You have furnished this office with copies of three resolutions of the House of Representatives of the dates and designations following, to wit:

August 15, 1856. On motion of Mr. Kunkel. Pay of employés, &c.

August 16, 1856. On motion of Mr. Whitney. Extra compensation to James H. Lander and others.

August 18. On motion of Mr. Barksdale. Pay to William A. Shaw.

I am instructed by the Secretary of the Treasury to request you to furnish a copy of each and every resolution of the House of Representatives, at the 1st and 2d sessions of the 34th Congress, in any manner affecting the pay of any one or more employés of said House, if any one or other resolution was adopted.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. WILLIAM CULLOM,
Clerk of the House of Representatives.

B No. 3.

OFFICE CLERK HOUSE OF REPRESENTATIVES OF UNITED STATES,
September 8, 1856.

SIR: In compliance with yours of 6th instant, addressed to William Cullom, Clerk of the House of Representatives, I herewith send you copies of resolutions, &c.

It will be observed that the resolution of July 10 authorizes the select committee to appoint a clerk, who was inadvertently overlooked

in rendering the list of those entitled to extra compensation, as per resolution of August 15, viz: N. Sergent.

There is another claimant whose name is not before you, viz: Mr. McGroth, watchman on Capitol extension.

Very respectfully,

W. P. INGRAM,
Chief Clerk of House of Representatives of United States.

Hon. E. WHITTLESEY,
Comptroller.

B No. 4.

TREASURY DEPARTMENT,
Comptroller's Office, September 12, 1856.

SIR: The resolution of the House of Representatives of August 15, 1856, provides for two classes of persons:

1st. Those who have not salaries fixed by law, nor are they permanently employed.

2d. Those who have salaries.

The first class is embraced in the resolution in these words: "That the Clerk be directed to pay, out of the contingent fund of the House, the usual extra compensation to that class of employés who received the same at the last Congress."

As their salaries are not fixed by law, I submit for your consideration that they are not within the purview of the joint resolution of July 20, 1854, nor of the act of March 3, 1855; and if not, I then submit the question whether they may not be paid without violation of law.

Notwithstanding the scope of that part of the resolution copied above, the House thereafter passed various other resolutions, designating particular individuals by name, or by the character of their employment. It will require much care on the part of the Clerk of the House of Representatives in disbursing the money, if placed in his hands, to avoid paying the same individual twice, or more than he is entitled to.

This will be accompanied by a requisition of the Clerk of the House of Representatives, by his chief clerk, W. P. Ingram. It contains a roll of the names, and the amount to be paid to each.

The proper time to ascertain its entire accuracy will be on settling the account.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

Let payment be made under the resolution of the House and appropriation to all the employés of the House who do not receive salaries fixed by law, and as to those, report at your earliest convenience.

SEPTEMBER 12, 1856.

JAMES GUTHRIE,
Secretary of the Treasury.

B No. 5.

TREASURY DEPARTMENT,
Comptroller's Office, September 12, 1856.

SIR: The Secretary of the Treasury has decided to pay the persons embraced in the first class designated in the resolution of the House of Representatives of the 15th of August, 1856, in these words: "That the Clerk be directed to pay, out of the contingent fund of the House, the usual extra compensation to that class of employés who received the same at the last Congress."

He instructs me to transmit to you the list of names of employés in the House of Representatives who are entitled to receive the usual extra compensation by virtue of the resolution of the House of Representatives of August 15, 1856, with the sums to which they are entitled set opposite their names, respectively, and to request you to certify (if it be the fact) that none in said list receive a salary. You will be pleased to return the list, with the certificate, by the bearer, if consistent.

Most sincerely yours,

ELISHA WHITTLESEY.

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives.

B No. 6.

OFFICE OF CLERK OF HOUSE OF REP'S OF U. S.,
September 12, 1856.

SIR: Yours of this date, directed to William Cullom, Clerk of the House of Representatives, has been received, (also the list of names, as stated,) requesting a certificate (if it be the fact) that none on said list receive a salary.

It being a fact that several persons whose names are on said list do receive salary renders it improper to comply with the request.

It will be observed that the names of Nathan Sergent and John McGroth have been added to the list, having been inadvertently overlooked heretofore, and the same about which I have heretofore informed you.

Very respectfully,

W. P. INGRAM,
Chief Clerk of House of Representatives.

Hon. E. WHITTLESEY,
Comptroller.

B No. 7.

TREASURY DEPARTMENT,
Comptroller's Office, September 15, 1856.

SIR: Your letter of the 12th in reply to my letter of the same date, written by instruction of the Secretary of the Treasury to the Hon. William Cullom, of the same date, was delivered by Mr. Bates the same evening after office hours, but before I had left the office. Mr. Cullom was requested to certify that those on the list I returned were not salary officers, if such was the fact.

In your answer you say: "It being a fact that several persons whose names are on said list do receive a salary, renders it improper to comply with the request."

The answer was laid before the Secretary of the Treasury the 13th (Saturday) at as early an hour as I found him not engaged in business with gentlemen who were with him, and he instructed me to request you to designate, in the absence of Mr. Cullom, the names of the persons on said list who are in the receipt of salaries, and the amount of salary allowed by law to each?

The Secretary of the Treasury is desirous of executing all orders or resolutions passed by the House of Representatives during the 1st and 2d sessions of the 34th Congress, involving the payment or advance of money from the treasury, so far as he shall find he is authorized by law to issue his warrant, or warrants therefor, and inasmuch as certain officers are created by law, it will facilitate his action, if you have the information at hand that will enable you to refer to the respective acts, joint resolutions, or resolutions of the House, under or by which said officers or employés were appointed.

After my interview with the Secretary of the Treasury, on Saturday my time was so constantly occupied that I could not communicate his wishes, and this is written at the close of office hours to-day.

The list of names sent to Mr. Cullom, on which you inserted two additional names will accompany this.

Most sincerely yours,

ELISHA WHITTLESEY.

W. P. INGRAM, Esq.,
Cheif Clerk of the House of Representatives.

B No. 8.

OFFICE CHIEF CLERK OF THE HOUSE OF REPRESENTATIVES,
United States, September 16, 1856.

SIR: Your letter of yesterday was this day received, accompanied with list of names as stated, in compliance with which letter I herewith return said list of names. Those names marked with a *, from the best information at my command, receive a salary.

As to the "amount of salary allowed by law to each," I am not

prepared to designate the law regulating the amount of salary, but I would state that on page 57 of the estimates of the Secretary of the Treasury, for the fiscal year ending June 30, 1857, will be found the sums as designated opposite the names of those on 4th page of the list of names.

As to those capitol police, on page 3d of said list, by reference to 4th section of the act of May 2, 1828, it will be perceived that the presiding officers of the two Houses of Congress regulate their salaries, and, from the best information I can find, they have for several years been receiving the amount respectively as stated in memorandums opposite their names, less the amount of increase as referred to in said memorandum.

Very respectfully,

W. P. INGRAM.

Hon. E. WHITTLESEY, *Comptroller.*

Names of employés in the House of Representatives who are entitled to receive the usual extra compensation, by virtue of the resolution of the House of Representatives of August 15, 1856, *with the sums to which they are entitled set against their names, respectively.*

Names.	Office.	Am't of extra compensation.
Jos. C. G. Kennedy	Clerk to Committee on Foreign Affairs	$250 00
Geo. M. Weston	Clerk to Committee on Elections	250 00
Ed. Mace Crampton	Clerk to Committee on Post Offices and Post Roads	250 00
Robt. Beer	Clerk to Committee on Public Lands	250 00
W. G. King	Clerk to Committee on Commerce	250 00
M. W. Cluskey	Clerk to Committee on Military Affairs	250 00
B. B. Edwards	Clerk to Committee on Private Land Claims	250 00
W. K. Mehaffey	Clerk to Committee on Territories	250 00
Edward Spicer	Messenger in Clerk's office	250 00
Jos. R. Florence	Folder	250 00
John Costin	Laborer	200 00
Levi Neal	do	200 00
W. Crown	Laborer in office of Superintendent of Public Printing	200 00
Geo. C. Mitchell	Page in House of Representatives	°200 00
Chas. Hopkins	do	200 00
Edward S. Matthews	do	200 00
Alonzo Durrin	do	200 00
Richard Evans	do	200 00
Sam'l E. Buckner	do	200 00
D. Johnson	do	200 00
Frank Dufour	do	200 00
W. P. Bell	do	200 00
E. Stanley Schriner	do	200 00
Duncan France	do	200 00
J. B. Wilde	do	200 00
Joseph C. Lewis	do	200 00

° $360 per annum, act of March 3, 1855.

NAMES OF EMPLOYÉS—Continued.

Names.	Office.	Am't of extra compensation.
R. M. Page	Page in House of Representatives	$200 00
Jas. H. Souder	Page, by resolution of House of Representatives, August 16, 1856	200 00
Edmund Burke	do	200 00
Wm. M. Clark	do	200 00
Sam'l Miller	do	200 00
Wm. A. Sliver	do	200 00
Chas. B. Stewart	Page to Sergeant-at-Arms	200 00
Wm. Smith, (under doorkeeper)	Laborer in House of Representatives	200 00
R. Jackson, (under doorkeeper)	do	200 00
Frederick Fritz	Folder, at $2 50 per day	250 00
Wm. H. H. Shriver or Shinn	do	250 00
A. C. Dunham	do	250 00
M. M. Hitchcox	do	250 00
James H. Dean	do	250 00
Henry Taylor	do	250 00
H. Beauezette	do	250 00
John T. Chancey	do	250 00
J. F. Clark	do	250 00
Geo. W. Fridley	do	250 00
Theo. A. Foster	do	250 00
A. Henshelwood	do	250 00
A. B. Waller, jr	do	250 00
F. Barrett	Folder, by the piece	200 00
J. Y. Bryant	do	200 00
J. Buffinton	do	200 00
T. L. Burch	do	200 00
J. J. Cantine	do	200 00
C. E. Creecy	do	200 00
Wm. Cook	do	200 00
J. D. Cox	do	200 00
J. Croggin	do	200 00
Chas. Crider	do	200 00
W. H. Dorsey	do	200 00
Henry W. Dudley	do	200 00
H. H. Fisher	do	200 00
W. C. Flenner	do	200 00
F. S. Gaither	do	200 00
Jas. E. Gaither	do	200 00
Charles Garcia	do	200 00
Jas. A. Gleason	do	200 00
J. C. Green	do	200 00
George Mann	do	200 00
Thomas Haggarty	do	200 00
David C. Hickey	do	200 00
John Howard	do	200 00
John G. Kalb	do	200 00
B. F. Moffitt	do	200 00
Geo. Piles	do	200 00
Jas. Redwood	do	200 00
John Shaw	do	200 00
A. M. Thompson	do	200 00
G. P. S. Tucker	do	200 00
Edward Weaver	do	200 00
W. H. H. West	do	200 00
E. Wheeler	do	200 00
Wm. Wilson	do	200 00
W. B. Miller	Laborer in hall of House of Representatives.	200 00

NAMES OF EMPLOYÉS—Continued.

Names.	Office.	Am't of extra compensation.
Wm. W. Reynolds	Assistant doorkeeper	$250 00
W. A. Mulloy	Watchman in Capitol Extension	250 00
Mich'l Duffey	do do	250 00
Wm. H. Langley	do do	250 00
Jas. N. Ball	do do	250 00
Jas. S. Magee	do do	250 00
Washington Lewis	do do	250 00
S. Robinson	do do	250 00
John W. Smith	do do	250 00
C. W. C. Dummington°	Capitol police	†125 00
John L. Wirt°	do	†125 00
H. K. Arnold°	do	†125 00
J. W. Griffith°	do	†125 00
Sam'l J. Johnson°	do	†125 00
Jas. T. Ball°	do	†125 00
Wm. H. Thompson°	do	†125 00
Wm. Morgan°	do	†125 00
G. W. Dant	Fireman	‡125 00
James Coleman°	Watchman	‡125 00
A. T. Allen°	do	‡125 00
C. Kaufman°	Lamplighter	§125 00
C. Kraft°	do	§125 00
J. Maher°	Public gardener	‖125 00
James Stone°	Laborer, public grounds	¶125 00
Nicholas Happ°	do	¶125 00
T. Wall°	do	¶125 00
J. B. Mockabee°	do	¶125 00
P. Higgins°	do	¶125 00
M. Conaughton°	do	¶125 00
P. Twomey°	do	¶125 00
D. Mitchell°	do	¶125 00
D. Moran°	do	¶125 00
J. H. Upperman°	Gate keeper	¶125 00
Hannibal Graham°	Laborer in Capitol	¶125 00
J. D. Birch, (list No. 2)	Laborer in post office, House of Representatives	200 00
G. Richardson	do do do	200 00
		23,725 00

TREASURY DEPARTMENT, *Comptroller's Office, September* 23, 1856.

Mr Cullom, Clerk of the House of Representatives, in a letter addressed to the Secretary of the Treasury, requested an advance of $10,000 to pay the other employés, under the resolution of the House of August 15, 1856, who were to be paid 20 per cent., and for the employés to be paid the usual extra compensation paid to them at the last Congress; $23,725 follows. That letter was returned to the Secretary of the Treasury on the 2d of September, and it cannot now be found, as I understand. I have not seen it since, to my recollection or belief. That it was written is certain. The sum of $500 has since been added to this paper, making $24,225. ELISHA WHITTLESEY.

I hereby certify that the foregoing employés are entitled to receive the sums set opposite their names, respectively, under the resolution of the House of Representatives of August 15, 1856. W. P. INGRAM, *Chief Clerk, Ho. of Reps., U. S.*

Nathan Sargent	Clerk to select committee	°250 00
John McGrath	Watchman in public stable	250 00

* $500 per annum, act of August 4, 1854, increased by act of April 22, 1854.

° As to persons receiving salary, see letter of this date to Hon. E. Whittlesey, Sept. 12, 1856. Issue warrant in favor of Wm. Cullom, Clerk, for above sums, except J. C. G. Kennedy. P. G. WASHINGTON.

† $1,140 per annum, increased by act of April 22, 1854; $1,390 per annum, increased by act of April 22, 1854.

‡ $600 per annum, increased by act of April 22, 1854. § $480 per annum.

‖ $1,440 per ann., increased by act of April 22, 1854. ¶ $600 per ann., increased by act of August 18, 1856.

B No. 9.

TREASURY DEPARTMENT,
Comptroller's Office, September 24, 1856.

SIR: I return to you the list of employés furnished by the chief clerk of the House of Representatives, showing the names of the persons he supposed were entitled to the benefit of the forepart of the resolution of the House of Representatives of August 15, 1856, embraced by these words, to wit:

"*Resolved*, That the clerk be directed to pay out of the contingent fund of the House, the usual extra compensation to that class of employés who received the same at the last Congress."

The accuracy of the list has been thoroughly and satisfactorily tested, in my opinion, by an examination of the accounts of Mr. Forney, late clerk of the House of Representatives, to ascertain the class of persons or employés who received the usual extra compensation at the 33d Congress. Table No. 1 exhibits the various classes thus paid and the amount paid to each individual in his class.

Table No. 2 extends back to August 30, 1852, and shows the allowances to the same classes from that period to 1855, inclusive.

These tables I wish to retain for future use in this office.

I will furnish a copy if deemed by you to be necessary.

I am satisfied there should be advanced for the payment of the usual extra compensation referred to above, $24,225 00.

It is my duty to inform you that J. C. G. Kennedy, esq., clerk of the Committee of Foreign Affairs, is a debtor to the United States, and that he is entitled to an extra compensation as stated on the list, of $250 00.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

B No. 10.

TREASURY DEPARTMENT,
Comptroller's Office, September 25, 1856.

SIR: Be pleased to furnish me with a copy of Mr. Cullom's letter making a requisition to pay the clerks and employés of the House of Representatives, under the resolution of the House, of August 15, 1856.

Mr. Cullom's letter was referred on the 2d instant, to the Secretary of the Treasury, with my letter of that date, in which I stated that "I should need it again." Application was made for the letter this morning, but it having been accidentally mislaid, I did not obtain it.

Respectfully yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM P. INGRAM, Esq.,
Chief Clerk, Office Clerk of Ho. of Reps.

B No. 11.

TREASURY DEPARTMENT,
Comptroller's Office, September 26, 1856.

SIR: Be pleased to send by the bearer a copy of Mr. Cullom's letter, for which I wrote yesterday.

The Secretary will advance for paying the usual extra compensation embraced in the resolution of the 15th of August, 1856, with one exception of $250; that will be explained to you.

If you send for it in the course of the day I hope the money will be ready.

Most sincerely yours,

ELISHA WHITTLESEY.

WILLIAM P. INGRAM, Esq.,
Chief Clerk of the House of Representatives.

B No. 12.

OFFICE CHIEF CLERK HOUSE OF REPRESENTATIVES U. S.,
September 26, 1856.

SIR: In compliance with yours of yesterday, which was received this morning, also yours of this date, I herewith enclose a copy of Mr. Cullom's requisition for ten thousand dollars, of August 29, 1856, to pay in part employés and others authorized by resolution of the House of Representatives of August 15, 1856.

Very respectfully,

W. P. INGRAM.

Hon. E. WHITTLESEY,
Comptroller, Treasury Department.

OFFICE CLERK HOUSE OF REPRESENTATIVES UNITED STATES,
August 29, 1856.

SIR: Please cause a treasury warrant to be issued in favor of William Cullom, Clerk of the House of Representatives United States, for ten thousand dollars, to be charged to the following appropriations in an act making appropriations for certain civil expenses of the government for the year ending the thirtieth of June, eighteen hundred and fifty-seven, viz:

"To enable the Clerk of the House of Representatives to pay the additional compensation to its employés and others authorised by the resolution of the House of Representatives of 15th August, 1856."

Respectfully,

WILLIAM CULLOM,
Clerk of House of Representatives U. S.

Hon. JAMES GUTHRIE,
Secretary of the Treasury, U. S.

B No. 13.

TREASURY DEPARTMENT,
Comptroller's Office, September 26, 1856.

SIR: By instructions of the Secretary of the Treasury, I transmit to you treasury draft No. 2381, for $23,975, to pay to the respective persons the usual extra compensation, embraced in the resolution of the House of Representatives on the 15th of August, 1856, whose names are in the list I send you, and which agrees with the list or roll furnished from your office. The draft is less by $250 than the total of the compensation embraced by your roll or list, or by the one now transmitted, which arises from the fact that J. C. G. Kennedy, esq., clerk of the Committee on Foreign Affairs, is indebted to the United States on the books of the treasury, the sum due to him as said clerk for the usual extra compensation of $250 is not advanced, and I am instructed by said Secretary to inform you of said indebtedness, and that so long as it remains unsatisfied or uncancelled, no money can be paid to him from the treasury. You will be charged with said draft of $23,975.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. WILLIAM CULLOM,
Clerk of the House of Representatives.

B No. 14.

OFFICE CHIEF CLERK HOUSE OF REPRESENTATIVES U. S.,
September 27, 1856.

SIR: On examination of list of names which you mention in your letter of yesterday, addressed to William Cullom, Clerk of the House of Representatives, I find said list is not in accordance with the amount of the warrant, as stated in your letter.

I find total amount of said list	$23,925
Deduct amount of Mr. Kennedy's claim	250
Leaves amount to be paid, according to your list	23,675
Amount of warrant	23,975
Making a difference of	300

You also say that the above named list agrees with the one furnished from this office, which, on comparison, I think will be found to differ.

You will please inform me whether or not the warrant for $23,975 is in satisfaction of the requisition for $10,000 of August 29, a copy of which was furnished you yesterday at your request, or is said requisition of $10,000 still pending and under consideration?

I return your list, that you may see the discrepancy and remedy the same.

Very respectfully,

W. P. INGRAM.

Hon. E. WHITTLESEY,
Comptroller.

B No. 15.

TREASURY DEPARTMENT,
Comptroller's Office, September 27, 1856.

SIR: A clerk made a copy of the roll or list referred to in your letter of this date, and I had no doubt of its accuracy when I sent it to you yesterday. It will be compared with the original roll or list, as soon as it can be, and returned.

The Secretary of the Treasury has not given instructions to advance any part of the requisition of Mr. Cullom of $10,000, in his letter of August 29, 1856; and you are informed that no part of the draft remitted to him yesterday can be applied legally towards the payment of any part of that requisition.

Most sincerely yours,

ELISHA WHITTLESEY.

WILLIAM P. INGRAM, Esq.,
Chief Clerk House of Representatives.

B No. 16.

TREASURY DEPARTMENT,
Comptroller's Office, September 27, 1856.

SIR: Upon a comparison of the list of names in table No. 1, returned in your letter of to-day, with the original list, an omission has been found to have been made by the clerk who made the copy of the name of "James S. Magee," $250; and an error in the amount placed opposite the name of "James R. Florence" of $50—which make up the difference, $300, as noted in your letter, and makes the aggregate

amount on said list	$24,225
Deduct for James G. C. Kennedy	250
	23,975

which agrees with the amount of the draft received by you in my letter of yesterday.

I regret the mistake should have occurred. I return the list herewith, corrected.

Respectfully yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM P. INGRAM, Esq.,
Chief Clerk, &c.

B No. 17.

OFFICE HOUSE OF REPS. UNITED STATES,
October 1, 1856.

SIR: I am informed by a letter from the Comptroller, dated September 27, 1856, that "the Secretary of the Treasury has not given instructions to advance any part of the requisition of Mr. Cullom of $10,000 in his letter of August 29, 1856, and that no part of the draft remitted to him (Mr. Cullom) can be applied legally towards the payment of any part of that requisition."

From this it is inferred that you have not yet decided the question some time since raised by Mr. Whittlesey, denying the right of the clerk to make the payment contemplated by the *second* branch of the resolution of the House of Representatives of August 15, 1856.

That such a doubt should have arisen in the mind of the Comptroller, and especially in view of the legislation on that subject contained in the act of August 18, 1856, has not only surprised every employé of the House, but every member of Congress who has been informed of it has expressed equal surprise.

Having every confidence that it is your desire to carry out the wishes of the House, if you can do so consistently with duty, your attention is respectfully invited to the language both of the resolution of August 15 and the act of August 18.

You will observe that, by the resolution, the House of Representatives have expressed their desire that the two classes of their employés shall receive additional compensation, and that such compensation shall be paid by their clerk out of the contingent fund of the House.

By the act it is provided that "*to enable* the clerk to pay the additional compensation"—not the usual extra compensation only, but that and the 20 per cent.—"authorized by the resolution of the House of Representatives of August 15, 1856, a sum sufficient for that purpose is appropriated," and—that the desire of the House may be complied with as to the payment out of their contingent fund, and consequently under the control of their Committee of Accounts—"added to the contingent fund of the House."

The Comptroller is understood to have expressed the opinion that a resolution of one House, in contravention of an existing law, cannot be executed, and that such is the case in the present instance, for that the employés embraced in the second branch of the resolution of August 15 received the benefits of a joint resolution, approved July 20, 1854, which provides "*that the usual extra compensation shall not hereafter be allowed to any person receiving the benefits of this joint resolution.*"

It is believed that the power of each branch of the legislative department over its own contingent fund, like that of the President over the secret service fund, has never before been questioned. By the acts of August 23 and 26, 1842, (Stat. at Large, vol. x, pp. 510, 525,) every officer or other person in any branch of the public service is prohibited from receiving additional compensation. But when has it ever been disputed that either House of Congress may devote a part of its

contingent fund to such an object? On the contrary, the journals o both Houses are full of cases where the contingent fund of one or the other House was thus devoted, and it may be added that the accounts therefor were, without exception, allowed at the Comptroller's office. The *rules* of *both* Houses provide for the appointment of a committee "to audit and control the contingent expenses" of their respective Houses.

But waiving the question as to the right of either House to direct the manner of disposing of its contingent fund—to the extent even of paying additional compensation to its employés, who are prohibited by law from receiving the same—it is respectfully submitted that the right to make the proposed payment is claimed upon higher grounds. In the present case, not only is there the resolution of the House, expressing its intention and wishes, but there is, besides, the solemn act of Congress, making an appropriation to carry out the resolution, and thereby ratifying and confirming the intention and wishes of the House.

It is not proposed to pay the second branch of the resolution out of the generai fund for contingencies of the House, but out of that particular portion of the contingent fund which has been expressly appropriated and set apart for that purpose by the act of August 18th. And it is conceived that the question that properly arises is, that the House of Representatives having directed certain payments to be made, and Congress having subsequently sanctioned the same and made an appropriation therefor, may not such payments be made, even though there does stand upon the statute book a law prohibiting it?

It has been stated that the intention of the Congress which passed the joint resolution of July 20, 1854, evidently was to break up a practice, which had previously prevailed, of voting additional compensation. Admitting such to be the case, it may be inquired whether it is not as manifestly the intention of the present Congress, which passed the act of August 18th, that (for the *present occasion* at least) the practice shall be revived? And is not the intention as expressed by the present Congress, according to every rule of legal construction, to prevail over that of a former Congress? Surely it cannot be required that Congress should have repealed the prohibition contained in the former law, when it is superseded by the inconsistent enactment of the subsequent law. Such have not been the requirements of the Comptroller's office *heretofore*. For, in looking through the tenth volume of the Statutes at Large, numerous cases like the following are found, viz:

"For additional compensation to the disbursing clerk and draughtsmen in the Patent office, the sum of $300 each, to be paid out of the Patent office fund."—page 96.

"For the payment of Theodore S. Fay, of the difference between the salary of a secretary of legation and a chargé d' affaires, during the time on various occasions he discharged the duties of the latter office at Prussia, $4,034 $\frac{73}{100}$."—page 203.

All of which are in contravention of the acts of 1842, heretofore referred to, and all of which are understood to have been paid, and settled at the Comptroller's office. And it would seem that they were legally and properly paid, for it is found upon looking at the opinion of Attorney

General John Y. Mason, in the case of a clerk in the Pension office submitted to him, he says, after referring to the prohibitions contained in the aforesaid acts of 1842, (Opinions Attorneys General, p. 1777,) "The salary given to a clerk by law for his official services is in full satisfaction of extra services which he may render. To this rule there are exceptions, *where Congress shall make appropriation for such extra compensation*, or where such extra allowance or compensation shall be authorised by law." Thus covering not only the cases just recited, but the very case under consideration.

It is understood that the Comptroller suggests a further difficulty in the fact that the amount of the appropriation for the additional compensation is indefinite. To this it would seem to be sufficient to reply that appropriations for *such* objects are usually of that character; and reference is respectfully made to the Statutes at Large, volume X, pages 97, 189, 276, 595, and 724, in all which cases it will be found that *indefinite* appropriations are made for additional compensation to employés in the executive or legislative departments.

It has been alleged that the compensation of the employés under the joint resolution of July 20, 1854, was thereby increased twenty per cent., and that it is now proposed to increase it by an additional twenty per cent. Such is not the case; for at the time the regular compensation was increased twenty per cent., the usual extra compensation which had been previously allowed for ten or twelve years was *taken off*, and in the aggregate there was little or no change effected by the joint resolution; indeed, several employés were, in fact, reduced by its operation. The additional compensation now proposed is really the first actual increase for many years; and may it not be reasonably supposed that the reasons which suggested an increase in the compensation of members of Congress may have operated in favor of increasing that of their employés?

May I not, in conclusion, request that this subject will receive your earliest convenient attention?

Very respectfully, your obedient servant,

W. P. INGRAM.

HON. JAMES GUTHRIE,
Secretary of the Treasury.

B No. 18.

OFFICE CLERK HOUSE OF REPRESENTATIVES U. S.
October 10, 1856.

SIR: Many persons embraced in the resolution of August 15, 1856, and on account of which a requisition for ten thousand dollars was drawn of August 29, are anxious to know your conclusions in relation to the same.

You are respectfully requested to let me hear from you on this subject.

Very respectfully,

W. P. INGRAM,
Chief Clerk House of Representatives U. S.

HON. JAMES GUTHRIE,
Secretary of the Treasury.

B No. 19.

TREASURY DEPARTMENT,
Comptroller's Office, October 15, 1856.

SIR: The letter of William P. Ingram, esq., chief clerk in the office of the Clerk of the House of Representatives, addressed to you on the 1st instant, containing his statement and argument in regard to the last clause of the resolution of the House of Representatives of August 15, 1856, allowing compensation to other employés of the House of Representatives, was referred to this office on the 7th. As the reference was general, I was not aware, until yesterday, that a reply was expected or desired.

In regard to that clause of the resolution of August 15 to which Mr. Ingram refers, I submitted a paper to you expressive of my opinion on the 1st day of September.

Mr. Ingram says: "The Comptroller is understood to have expressed the opinion that a resolution of one house in contravention of an existing law cannot be executed, and that such is the case in the present instance."

Mr. Ingram says, further: "It is believed that the power of each branch of the legislative department over its own contingent fund, like that of the President over the secret service fund, has never been questioned."

So far as I know or believe, this is the first time *that* power was ever assumed to pertain to the functions of either House, and if such be the fact, the conclusion may be quite correct that it has "never been questioned."

The President, by virtue of his office, has no such power, and it is expressly delegated by law.

The third section of an act approved May 1, 1810, volume 2, at page 609, is as follows: "That where any sum or sums of money shall be drawn from the treasury under any law making appropriations for the contingent expenses of intercourse between the United States and foreign nations, the President shall be, and he hereby is, authorized to cause the same to be duly settled annually with the accounting officers of the treasury, in the manner following: that is to say, by causing the same to be accounted for specially, in all instances wherein the expenditures thereof may, in his judgment, be made public, and by making a certificate of the amount of such expenditures as he may think it advisable not to specify; and every such certificate shall be deemed a sufficient voucher for the sum or sums therein expressed to have been expended."

Congress having ascertained from experience there were occasions where the expenditure of money in the intercourse between the government of the United States and foreign nations should not be made public, vested the power in the President of the United States to decide when the contingent expense of said intercourse should be settled on vouchers, as in other cases, and when the public interest required that the particulars of the expenditure should not be spread upon the public records nor filed with the public accounts. This dis-

cretion was, from high considerations of propriety and State policy, intrusted to the highest officer elected by the people under the constitution, and an examination would show the discretion has been cautiously exercised generally.

From the commencement of President Jackson's administration on the 4th March, 1829, to the close of Mr. Van Buren's administration on the 3d March, 1841, all the accounts charged upon the appropriation for the contingent expenses of foreign intercourse were settled on vouchers, and made as public as other accounts.

I am not able to see the analogy of the case cited. The President is clothed with the power to spend a contingent fund at his discretion in his intercourse with foreign governments, because he represents the United States in forming treaties, and it might be important to obtain information from private sources that would involve the expenditure of money, good faith requires that the source of the information should not be publicly known.

The House of Representatives has no such power conferred by law over its contingent fund, nor is there any State policy for keeping the expenditure of the fund secret. The theory of this government is, that power not delegated is in the people, and they have a right to know what their representatives do with their money. In the early history of the government appropriations were of a very general character, leaving much to discretion in expending the money in regard to detail.

Mr. Jefferson, in his first annual message, said: "In our case, too, of the public contributions intrusted to our discretion, it would be prudent to multiply barriers against their dissipation, by appropriating specific sums to every specific purpose susceptible of definition; by disallowing all applications of money varying from the appropriation in object or transcending it in amount; by reducing the *undefined field of contingencies*, and thereby circumscribing *discretionary* power over money; and by bringing back to a single department all accountabilities for money, where the examinations may be prompt, efficacious, and uniform."

Mr. Jefferson, in 1801, discovered there was an undefined field of *contingencies* against which he thought it prudent to multiply barriers; but at that time the doctrine was not broached that one house of Congress had a constitutional right to increase the salaries of officers, fixed and established by law, by a resolution to pay the increase from a contingent fund. Mr. Ingram says: "That such a doubt should have arisen in the mind of the Comptroller, and especially in view of the legislation on that subject contained in the act of August 18, 1856, has not only surprised every employé of the house, but every member of Congress who has been informed of it has expressed equal surprise."

The natural inference from this remark, as to the members, is, that the subject was deliberately discussed and considered; and I hope it may not be deemed to be foreign to the subject to copy the proceedings on the occasion of adopting the resolution. Before doing which I copy an inquiry propounded by Mr. Ingram, in these words: "And may it not be reasonably supposed that the reasons which suggested

"Mr. Jones. I demand the yeas and nays. The yeas and nays were not ordered. The rules were suspended.

"Mr. Kunkel. I call for the previous question on the adoption of the resolution.

"The previous question was seconded, and the main question was ordered to be put.

"Mr. Jones, of Tennessee. I move to lay the resolution upon the table.

"The motion was disagreed to. The resolution was then agreed to."

Amendments were precluded and debate denied by the potent power of the previous question, in each case; and the proceedings were so similar that Mr. Ingram, with much propriety, unites them in brotherhood.

Those embraced in the fore part of the resolution, and referred to as a class of employés who have received the usual extra compensation, have been paid $23,975, because they are not excluded by the resolution of July 20, 1854, from receiving extra compensation, not having been relieved by its provisions.

Mr. Ingram having argued the question that each House has an undoubted right to expend its contingent fund in paying officers whose compensations are fixed by law, notwithstanding the joint resolution of July 20, 1854, forbids it as to those who were paid twenty per cent. under it, he waives the point, and respectfully submits that the right to make the proposed payment is claimed on "higher grounds." These "higher grounds" are, that Congress appropriated a sum of money sufficient to pay all the employés embraced in the resolution of the House of Representatives of August 15, 1856. The appropriation is as follows: "To enable the Clerk of the House of Representatives to pay additional compensation to its employés and others, authorized by the resolution of the House of Representatives of August 15, 1856, a sum sufficient for that purpose is hereby appropriated out of any money not otherwise appropriated, and is hereby added to the contingent fund of the House of Representatives."—(Sess. laws, p. 90.)

Who is authorized to receive the twenty per cent. is the question at issue. If one House cannot repeal a law, then those in the class that were paid under the joint resolution of July 20, 1854, are not embraced in the appropriation clause cited. It is contended that the words in the resolution of August 15, 1856, "and to the other employés of the House, respectively," embrace the Clerk, the Sergeant-at-Arms, Doorkeeper, and all other officers not within the first branch of the resolution. Supposing it had included these words: "and the employés of the executive departments," would the salary of each of the heads of the departments, and all in their respective departments, have been increased twenty per cent., and made legal because the appropriation clause was the act of both Houses and the President?

The Superintendent of Public Printing is not an officer of the House of Representatives; nor is any person in his office under the control of the House. He is appointed by the President, with the advice and consent of the Senate, and his compensation is fixed and established by law; but the House has embraced him and his clerks in the words following: "and the other employés of the House, respectively, in-

cluding those employed in the office of Superintendent of Public Printing," &c. If the salaries of the Clerk, Sergeant-at-Arms, Doorkeeper, and other officers of the House, are increased by virtue of the resolution of August 15, 1856, and the appropriating clause copied above, so is the salary of the Superintendent of Public Printing increased, and the salaries of those in his office. Mr. Ingram says: "And it is conceived that the question that properly arises is, that the House of Representatives having directed certain payments to be made, and Congress having subsequently sanctioned the same and made an appropriation therefor, may not such payments be made, even though there does stand upon the statute book a law prohibiting it?"

My answer is, if the House of Representatives does an act within its legal and constitutional sphere, and money is appropriated by law to carry the act into effect, the payment may be made notwithstanding a prohibitory law, because the last law would repeal the former; but the case put is not parallel to the one under consideration, and to make it such the principle must be established that one House can repeal a law; and if it cannot, no appropriation is made to increase the salaries of the officers mentioned, nor is any sanction given by the appropriation clause to the attempt to increase them.

The assumption that Congress intended to increase the salaries of these officers I think is without foundation, for the following reasons:

1st. If such had been the intention it would have been so stated expressly to avoid the prohibition of the joint resolution of July 20, 1854.

2d. Considering the compensation now given to these officers, and the limited period they are performing active service, and considering the compensation given to the officers in the executive departments of the government, and the service performed by them during the whole year without intermission, except an occasional leave of absence, it cannot be presumed that Congress, legislating for both of these classes, to say nothing of the officers of the army and navy, would select those about them, and merely from that circumstance increase their salaries and neglect the others. It has the constitutional power to do so; but whenever such power shall be exercised I think it will be in such language as will be understood and the offices designated, the incumbents of which may be benefitted, that the people may have an opportunity to know, through the publications required by law, the compensation allowed to each officer.

3d. If the Senate had apprehended that by passing the clause in the appropriation act cited the salaries of the officers of the House were increased, it would have included their own officers, so as to have kept them upon a footing of equality. Such equality was maintained by the joint resolution of July 20, 1854, which, among other things, provided, "That the officers, clerks, messengers, and other employés in the legislative department of the government, shall be paid an increased compensation of twenty per cent. upon the compensation now received by them, respectively, and the messengers of the House of Representatives shall not receive less than is allowed to messengers of the Senate of the same class."—(Vol. 10, p. 594.) The salaries of

the officers and clerks of the House ranged equally, or nearly so, as will appear by the act of appropriation approved August 18, 1856.—(Chapter 162, pp. 102–3, Pamphlet Laws.)

A tabular statement will accompany this, showing said equality as fixed by law, and a column will denote the increase claimed by the clerks and officers of the House under the resolution of August 15, 1856.

The civil appropriation bill being under consideration in the Senate on the 15th of August, an amendment, No. 46, was offered and agreed to, as follows:

"For additional compensation and mileage of senators to the present Congress, $178,128.

"For additional compensation and mileage of the members of the House of Representatives and delegates from Territories for the present Congress, $773,432."

When the bill and amendments were taken up in the House, it was proposed to non-concur in the amendments, without reading them, so as to ask for a committee of conference.

Objections were made to the proposition, and Mr. Stanton, of Ohio, wished the amendments read, and notified the House that they involved the sum of four or five millions. It was ordered, after some conversation, that the previous question be called, and the amendments read. The reading was proceeded with to the twenty-third amendment, inclusive, when Mr. Campbell, of Ohio, chairman of the Committee of Ways and Means, said: "I move that the remainder of the amendments, some fifty-four, be non-concurred in *en masse*, with a view of having a committee of conference, which must be had, sooner or later, on these amendments."

The motion was entertained by unanimous consent, and agreed to.

Committee of conference was appointed.

The said amendment of the Senate for additional compensation for senators, members, and delegates, as copied above, had not been reached, when Mr. Campbell moved for the non-concurrence as to the fifty-four amendments of the Senate, and was not read, but was non-concurred in, and so reported to the Senate by Mr. Cullom, the Clerk of the House.

The committee of conference could not agree, and a second one was appointed.

That committee reported on the 18th of August. In regard to the forty-sixth amendment, the committee recommended as follows: "That the House do concur in the forty-sixth amendment of the Senate, which is as follows:

"For additional compensation and mileage of members of the House of Representatives and delegates from Territories, $773,432.

"And, to enable the Clerk of the House of Representatives to pay the additional compensation to its employés and others authorized by the resolution of the House of August 15, 1856, and a sum sufficient for that purpose is hereby appropriated, out of any money in the treasury not otherwise appropriated, and is hereby added to the contingent fund of the House of Representatives."

The report having been read, a motion for the previous question

was made and sustained, and the report was adopted—Yeas 181, nays 79.

These results appear from this part of the examination of the Journal:

1st. That the Senate amended the bill from the House by providing additional pay and mileage for the Senate to the amount of $178,432.

2d. For the members of the House and delegates, $773,432.

3d. That the House non-concurred in said amendment, which was treated by the Senate as a single one, although it contained two clauses.

4th. That the committee of conference divided it, designating the first clause number forty-five, and the second clause number forty-six.

5th. That to the amendment No. 46 was attached the said amendment, commencing with the words, "And to enable the Clerk," &c., as copied above.

6th. That the amendment of the Senate so divided by the committee of conference, and designated No. 45 and No. 46, was concurred in by the House.

I referred to these proceedings with the hope that I should find something to show it was the intention to increase the salaries of the officers now claiming they are entitled to 20 per cent. on their compensation, by reason of the appropriation clause cited, which was added to the 46th amendment of the Senate, and I regret to express my disappointment. There is nothing to show by the appropriation clause that either House contemplated to increase the salaries of officers that had been fixed by law. It was added to an amendment of the Senate by a committee of conference, and passed under the previous question, without the opportunity to make an inquiry or to give an explanation. I cannot believe a mere appropriation clause, general in its character, without any specification, repeals a prohibitory law, enacted to correct what was believed to be a great abuse, and considered with great care.

On the 16th, the day after the House passed the resolution mentioned above, an effort was made in the Senate to make similar provision for the employés of the Senate:

"Mr. Clayton. I desire to offer a resolution, to which I suppose there will be no objection, and ask for its immediate consideration:

"*Resolved*, That there be allowed and paid to each of the employés of the Senate, and in the Congressional Library, the same compensation that is allowed to the employés of the House of Representatives by a resolution of the House of 15th August, 1856, to be paid out of the contingent fund of the Senate, under the direction of the committee to audit and control the same."

"Mr. Hunter. I object."

"The President *pro tempore*. The resolution cannot now be considered."

Afterwards, on the same day, the Senate having under consideration a resolution and amendments authorizing various committees to retain their clerks during the recess of Congress, and some committees to appoint clerks, Mr. Bigler said:

"I wish to offer an amendment to add to the resolution:

"That there be allowed and paid to each of the employés of the Senate the same compensation that is allowed to the employés of the House of Representatives by a resolution of the House of Representatives of the 15th of August, 1856, to be paid out of the contingent fund of the Senate, under the direction of the committee to audit and control the same."—(Globe, page 2,225.)

Shortly after, the presiding officer said:

"The question is on the amendment of the Senator from Pennsylvania," (Mr. Bigler.)

"The amendment was agreed to."—(Globe, page 2,225.)

Other amendments were made, and the presiding officer announced:

"The question is on agreeing to the resolution as amended:

"Yeas 18, nays 15."—(Same page.)

Some little business was transacted, and the yeas and nays were taken on a motion made by Mr. Hunter to appoint another committee of conference on a disagreement of the two Houses on an amendment to the army bill, when Mr. Bigler said:

"I offer the following resolution, the effect of which will be to give 20 per cent. to the subordinate employés:

"*Resolved*, That there be allowed and paid to each of the employés of the Senate the same compensation that is allowed to the employés of the House of Representatives by a resolution of the House of Representatives of the 15th of August, 1856, to be paid out of the contingent fund of the Senate, under the direction of the Committee to Audit and Control the Contingent Expenses of the Senate."

"Mr. Hunter. I am not for considering that resolution now. I think we passed a law raising their salaries a few years ago and added twenty per cent. to the salary.

"Presiding officer, (Mr. Toombs.) It requires unanimous consent to consider the resolution."

"Mr. Mason. I object."

"Presiding officer. Then it lies over."—(Globe, page 2,226.)

It thus appears that a resolution was adopted by the Senate containing an amendatory clause offered by Mr. Bigler, providing for the employés of the Senate, and within a short time thereafter, that the same senator offered the same proposition as an original resolution, only varying in this, that in the amendment after the words "to audit and control," the words "the same" follow; and in the distinct resolution the words "the same" are substituted by the words "the contingent expenses of the Senate." Immediately after the presiding officer announced that the resolution "lies over," as stated above, Mr. Adams moved a reconsideration of the resolution adopted by the Senate in regard to the employment of clerks of committees, which he understood gave more than was the intention of the Senate. The Journal says:

"The resolution, as it was adopted, was read as follows:

"*Resolved*, That such of the committees of the Senate as deem it expedient may continue their clerks during the recess at a salary of $1,500 per annum."

Mr. Adams said: "If I understand it, they are still to be entitled to six dollars a day, and then to receive pay at the rate of $1,500 *during* the vacation," &c.

After some remarks by Mr. Mason "the motion to reconsider was agreed to.

"Mr. Mason. I move to lay the resolution on the table.

"Mr. Toombs moved that the Senate adjourn; which was agreed to at 4.15 o'clock a. m., Sabbath morning."

On Monday, the 18th, "Mr. Wright, from the Committee to Audit and Control the Contingent Expenses of the Senate, to whom was referred the resolution offered by Mr. Biggs on the 16th instant to authorize the Committee on Private Land Claims to continue the employment of their clerk during the recess," &c., &c., reported it with an amendment to add to the resolution the words, "He shall be allowed therefor the same *pro rata* compensation that is paid to the clerk of the Committee on Finance.

"The amendment was agreed to.

"Mr. Trumbull. I give notice that I shall object to all resolutions coming here to pay clerks in that way; and if it is not too late, I wish to object to the consideration of this resolution.

"He was informed it was too late to object, &c.

"Mr. Toombs. What has become of the general resolution on the same subject?

"The President, *pro tempore*. The vote on its passage was reconsidered, and it is still before the Senate as unfinished business.

"Mr. Toombs. I hope the Senate will not, in the last hours of the session, pass any such resolution as this. I move to lay it on the table, or shall do it before I take my seat. If it is necessary to change the salary of our employés, we have had several months in which to do it—abundance of time; and why should we do it now when we have public business—appropriation bills of the most urgent necessity—before us? Why should we be called upon here to be fixing this matter now, as we were on Saturday night to pass a resolution to give one-half of the senators' private clerks at the rate of $1,500 a year? This is part of the same system. I move to lay the resolution on the table.

"The motion was agreed to."

There is apparently error in the Journal, if I correctly understand it.

The resolution to which was attached the amendment of Mr. Bigler, adopted as mentioned above, was not reconsidered, but, instead of said resolution having been read when Mr. Adams moved a reconsideration, another and separate proposition was read, and the vote of reconsideration was on that.

"The main resolution," as it was designated afterwards by Mr. Toombs in inquiring after its condition, was not reconsidered, but now stands as the action of the Senate.

The proceedings of the Senate thus stood at the close of the 1st session of the 34th Congress in regard to this subject.

On the 21st day of August, the first day of the session convened by the proclamation of the President, Mr. Bell, of Tennessee, said: "I am requested to call up a resolution submitted by the senator from Delaware, (Mr. Clayton.) He is not able to be in his seat to-day, as I am advised by a note. It is a resolution proposing to give the same

extra compensation to the employés of the Senate that has been given by the House of Representatives to their employés."

After a conversation whether it was proper to act on a measure of this kind, Mr. Bell withdrew the motion.—(Cong. Globe, 2d Sess., 34th Cong., pages 9 and 10.)

On the 30th of August "Mr. Bell, of Tennessee. [said] I ask now for the consideration of the resolution of the honorable senator from Delaware (Mr. Clayton) in relation to extra compensation to employés.

"The President, *pro tempore*. The question is on the motion of the senator from Tennessee to take up the following resolution:

"*Resolved*, That there be allowed and paid to each of the employés of the Senate, and in the Congressional Library, the same compensation that is allowed to the employés of the House of Representatives by the resolution of the House of the 15th of August, 1856, to be paid out of the contingent fund of the Senate, under the direction of the committee to audit and control the same."

On motion of Mr. Bell, from Tennessee, the following was added as an amendment:

"And that there be paid out of the contingent fund to Robert Carter and Henry Dodson, and to the folders temporarily employed in the service of the Senate, fifty dollars each."

The resolution, as amended on the same day, was adopted.

The resolution refers to the resolution of the House of the 15th of August; and if the salaries of the officers of the House of Representatives are increased twenty per cent., so are the salaries of the officers of the Senate.

The officers of the Congressional Library are also included. The Librarian is appointed by the President, by and with the advice and consent of the Senate, and is not an officer of the Senate.

The appropriation on which reliance is placed by the officers of the House to increase their compensation does not embrace the employés of the Senate, nor in the Congressional Library; so that if they are paid at all, the increased salaries of the officers of the Senate and of the Congressional Library and the employés of the Senate and the employés, messengers, &c., of the Congressional Library are chargeable upon the ordinary contingent fund of the Senate, for which an estimate had been made for specific objects, in no manner connected with the expenditure of money to pay increased compensation to officers of the Senate, nor to pay increased compensation to officers and employés of the Congressional Library.

Mr. Ingram, at the fifth page of his letter, says: It has been said that the intention of the Congress which passed the joint resolution of July 20, 1854, evidently was to break up a practice which had previously prevailed of voting additional compensation. Admitting such to be the case, it may be inquired, whether it is not as manifestly the intention of the present Congress, which passed the act of August 18, that (for the *present occasion* at least) the practice shall be revived? And is not the intention, as expressed by the present Congress, according to every rule of legal construction, to prevail over that of a previous Congress?

If Congress had said that the salaries of the officers of the House and Senate, or of either of them, were to be increased by an appro-

in the relief of the joint resolution mentioned.

y examination of the journals was in consequence of the stress ed by Mr. Ingram on the intention of Congress in passing the opriation clause. When a law is ambiguous resort may be had ie journals and proceedings of the legislature. In this instance ne intimated that salaries were to be increased.

aving reviewed my communication of the 1st of September, and facts connected with the proceedings of Congress, so far as they ear in the journals, and duly weighed and considered the same, I ot discover any ground for changing the views then entertained expressed.

ELISHA WHITTLESEY.

on. JAMES GUTHRIE,
Secretary of the Treasury.

Comparative statement of officers, &c., of the Senate who receive an annual salary with the same grade of officers of the House of Representatives, to whose salaries 20 per cent. has been added, by the resolution of the House of August 15, 1856.

Officers of the Senate.	Annual salary.	Officers of the House.	Annual salary.	20 per cent. per resolution of Aug. 15,'56.	Total salary and per cent.
Secretary of the Senate	$3,600 00	Clerk of House of Representatives	$3,600 00	720 00	$4,320 00
Chief Clerk	2,500 00	Two clerks, each	2,160 00	432 00	2,592 00
Principal clerk	2,160 00	Seven clerks, each	1,800 00	360 00	2,160 00
Sergeant-at-Arms	2,000 00	Sergeant-at-Arms	2,160 00	432 00	2,592 00
Doorkeeper	2,000 00	Doorkeeper	2,160 00	432 00	2,592 00
Postmaster	1,750 00	Postmaster	2,160 00	432 00	2,592 00
Principal Executive Clerk	2,160 00	Messenger	1,752 00	350 40	2,102 00
Eight clerks in Secretary's office, each	1,850 00	Librarian	1,800 00	360 00	2,160 00
Secretary to the President of Senate	1,752 00	Reading Clerk	1,800 00	360 00	2,160 00
Clerk of Printing Records	1,669 02	Clerk to Committee on Claims	1,800 00	360 00	2,160 00
Clerk to Committee on Finance	1,850 00	Clerk to Committee of Ways and Means	1,800 00	360 00	2,160 00
Assistant doorkeeper	1,700 00	Clerk to Sergeant-at-Arms	1,800 00	360 00	2,160 00
Assistant postmaster	1,440 00	Clerks in charge of books for members	1,800 00	360 00	2,160 00
Keeper of stationery	1,752 00	Clerk in charge of stationery	1,800 00	360 00	2,160 00
Draughtsman	1,850 00	Messenger in charge of hall	1,740 00	348 00	2,088 00

B.—No. 20.

TREASURY DEPARTMENT,
Comptroller's Office, December 29, 1856.

The House of Representatives having, by its resolution of the
tant, requested the Secretary of the Treasury to communicate
House the decision of the First Comptroller of the Treasury
e claims of the employés of the House to extra compensation
ıe resolution of said House of the first session of this Congress,
ence to your instructions I submit to you the following papers
e you to comply with the request of the House.
The decision referred to in the resolution.
'he copy of a communication addressed to you on the 1st of
last by W. P. Ingram, Chief Clerk of the House of Repre-
es, on the subject of said resolution.
. review of the decision mentioned and a confirmation thereof.
m it proper to say that the Hon. William Cullom, Clerk of
ıse of Representatives, made a requisition upon you on the
August last for ten thousand dollars to enable him to pay the
ıal compensation to its employés and others, "authorized (as
by the resolution of the House of Representatives of August
;;" that you referred said requisition to this office for its
ıtion, as is usual in other cases; that being satisfied the
ould not be legally drawn from the treasury for the purpose
ed in the requisition, I so stated in my communication to you
st of September; that thereafter, on the 1st day of October,
ngram, esq., chief clerk in the office of the said Clerk, ad-
a letter to you on the subject of said "requisition," which,
ferred to this office, my decision of the 1st of September was
l in connexion with Mr. Ingram's argument, and finding no
r changing it, I so stated to you in a communication dated
ı of October. Although the resolution of the 24th of this
loes not refer to Mr. Ingram's argument, I cannot doubt the
ill desire it under the circumstances mentioned, and it seems
be due to those interested to present it.
ıt respectfully, yours,

ELISHA WHITTLESEY.

JAMES GUTHRIE,
ecretary of the Treasury.

B.—No. 21.

TREASURY DEPARTMENT,
Comptroller's Office, January 30, 1857.

On the 12th instant, you referred to me the letter of the Hon.
. Campbell, Chairman of the Committee on Ways and Means
ouse of Representatives, addressed to you, bearing same date,

in order that I should furnish you with the information that will enable you to reply to the following portion thereof, viz:

"Your letter of the 5th instant, with the report of the Comptroller, have been referred to the Committee on Ways and Means, and, with a view to elicit such information as will enable them to present the question properly before the House, I beg leave to inquire upon the authority of what law payments were made under the following resolutions of the House of Representatives, granting extra compensation to the officers, clerks, messengers, pages, and laborers, of the House, and to the police and laborers of the Capitol and Capitol grounds, viz:

"Twenty-ninth Congress, first session.
"Twenty-ninth Congress, second session.
"Thirtieth Congress, first session.
"Thirtieth Congress, second session.
"Thirty-first Congress, first session.
"Thirty-first Congress, second session.
"Thirty-second Congress, first session.
"Thirty-second Congress, second session.
"Thirty-fourth Congress, first session."

In reply I have respectfully to state that there is no authority for the payments made under the resolutions of the 29th, 30th, and 31st, Congresses, and of the 1st session of the 32d Congress, but that which is in the resolutions themselves, and it is not derived from or supported by any law but has its origin only in the supposed absolute right of each House to dispose of its contingent fund according to its pleasure where there exists no law to the contrary. The resolution of the 2d session of the 32d Congress is sanctioned by the appropriation in the act of March 3, 1853, making appropriation for the civil and diplomatic expenses of the government for the fiscal year ending June 30, 1854.—(Statutes at Large vol. 10, page 189.) As respects the remaining resolution, viz., that of the 1st session of the 34th Congress, I have to say that no account of payments under it have yet been received at this office.

The resolution of the 15th of August, 1856, is as follows:

"*Resolved*, That the Clerk be directed to pay, out of the contingent fund of the House, the usual extra compensation to that class of employés who received the same at the last Congress, and to the other employés of the House, respectively, including those employed in the office of the Superintendent of Public Printing, an amount equal to twenty per cent. on their annual compensation: *Provided*, That this resolution shall not be construed to include the public printer."

It embraces two classes of employés.

1st. Those who received the usual extra compensation at the last Congress.

2d. The other employés of the House, an amount equal to twenty per cent. on their annual compensation.

It is susceptible of having a third class in these words:

3d. Those employed in the office of the Superintendent of Public Printing.

I. Those in the first class did not receive a compensation under the

joint resolution of July 20, 1854, and are not excluded from receiving the usual extra compensation by the express terms of that resolution, They were paid under the resolution of the House of Representatives of the 15th of August, 1856, because it was not perceived that they came within the prohibitory clause of the resolution of July 20, 1854.

The Hon. William Cullom, Clerk of the House of Representatives. on the 29th day of August, 1856, made a requisition for $10,000, for paying the second class but not the first class, and the consequence was that importunities were frequent, by those who were interested in having the first class paid for their own services, or as parents, or representatives.

It was said this class of employés were selling their claims, because representations were made that their being paid was doubtful.

As they were not excluded by the joint resolution of July 20, 1854, a list of their names was obtained from the Chief Clerk of the House of Representatives, and its accuracy was tested by the previous payment, when the name of the same person was on both lists.

Your anxiety to execute all orders and resolutions of the first and second sessions of the 34th Congress, involving the payment or advance of money from the treasury that were deemed to be authorized by law, was communicated in a letter to Mr. Ingram, Chief Clerk, dated September 15, 1856, a copy of which is presented herewith.

After a protracted correspondence, and on your being satisfied that those whose names were on the list were entitled, under the resolution of August 15, 1856, to the usual annual compensation, you issued your warrant on the treasury for $23,975, which having been perfected as required by law, a draft was issued by the treasurer of the United States and transmitted to Mr. Cullom in a letter from this office, dated the 26th of September last, accompanied by the list of names mentioned above, with the amount to be paid to each person. Extracts from that letter are sent herewith. An entire copy of the letter is not sent, from the belief that a part of it is foreign to the present inquiry.

All the resolutions of the House of Representatives to which Mr. Campbell refers, except the last, being the resolution of the 1st session of the 34th Congress, were adopted before the prohibitory joint resolution of July 20, 1854, became a law. It is in these words:

"*Joint Resolution to fix the compensation of the employés in the legislative department of the government, and to prohibit the allowance of the usual extra compensation to such as receive the benefits hereof.*

"*Resolved by the Senate and House of Representatives of the United States of America in Congress assembled*, That the officers, clerks, messengers, and other employés in the legislative department of the government shall be paid an increased compensation of twenty per cent. upon the compensation now received by them, respectively; and the messengers of the House of Representatives shall not receive less than is allowed to messengers of the Senate of the same class; such increased compensation to commence from the first day of July, eighteen hundred and fifty-three, and that a sum sufficient to pay the same to the thirtieth of June, eighteen hundred and fifty-five, is hereby appropriated out of any money in the treasury not otherwise appropriated:

Provided, That no person whose compensation was increased by the act approved April twenty-two, eighteen hundred and fifty-four, shall be benefitted by this joint resolution: *And provided, further*, That the usual extra compensation shall not hereafter be allowed to any person receiving the benefits of this joint resolution."

Those in the 1st class of the House resolution of August 15, 1856, were paid, because they did not receive the 20 per cent. under said joint resolution, and therefore were not within its prohibitory proviso.

A part of the 2d section of the act of March 30, 1845, 2d session of the 28th Congress, vol. 5, page 763-4, is as follows: "That no part of the appropriations which may be made for the contingent expenses of either House of Congress shall be applied to any other than the ordinary expenditures of the Senate and House of Representatives respectively, nor as extra allowance to any clerk, messenger or attendant of the said two Houses, or either of them, nor as payment or compensation to any clerk, messenger, or other attendant to be employed by a resolution of one of said Houses, nor in the purchase of books to be distributed to members."

If it should be urged that the words quoted are as restrictive as the joint resolution of July 20, 1854, the answer is, that it is in an appropriation act which, by the construction put upon it by those who administered the laws in the department of the treasury, expired with the fiscal year. This is conclusive to my mind from the circumstances that payments thereafter made were not disallowed.

That the House of Representatives at the next Congress put the same construction upon the 2d section of the act of March 3, 1845, is evident to my mind from the following facts. The 2d session of the 28th Congress commenced its session on the 2d of December, 1844. On the 17th of that month Joseph R. Ingersoll moved the following resolution, which was read, and debate arising thereon, it was laid over under the rule.

"*Resolved*, That the Clerk of the House, at the close of the session, pay out of the contingent fund, to those in the service of the House, an amount equal to that paid to similar individuals by the Senate during the present Congress."—(Journal, p. 92.)

On the 23d of the same month Mr. McClelland moved a resolution to pay the persons in the packing room for their services at the 1st session the same compensation that the messengers received, which was laid over under the rule, because debate arose.—(Journal, p. 132.) I do not find they were called up again.

At that session the act of March 3, 1845, from which I have quoted, was passed, and no compensation of the kind for that year was given.

At the 1st session of the 29th Congress the following resolution was adopted:

"*Resolved*, That the Clerk of the House be authorized and directed to pay, out of the contingent fund, to the clerks, messengers, pages, and laborers of this House, the same compensation that has heretofore been paid to the same persons in the Senate."—(Journal, 1st session, 29th Congress, page 1200.)

If the House of Representatives had deemed the 2d section of the

act of March 3, 1845, in force, it is not to be believed that the resolution copied above would have been offered or adopted.

Very many have entertained the opinion that every clause of an appropriation act expires at the end of the fiscal year, unless prolonged by express words. On that point I give no opinion here. The question was examined by me soon after I commenced to discharge the duties of this office, and the records will show the opinion I entertained.

The House thereafter continued to pass resolutions to give extra compensation to those in its employ, until the 1st session of the 33d Congress, at which session the joint resolution of July 20, 1854, became a law. It was a distinct act of legislation to avoid the fate that had attended previous efforts in appropriation acts to correct abuses. It is a permanent law by itself, in terms so explicit as to be understood.

Those in the first class, as designated above, were not within the prohibition of the second proviso, because they declined to receive the twenty per cent., and to make provision for them the rules were suspended on the 3d of August, 1854, and the following resolution was adopted:

"*Resolved*, That the usual extra compensation be paid to the pages, folders, and such other employés who have heretofore received the same, and who have not and shall not hereafter receive the benefits of the joint resolution approved July 20, 1854."—(Journal, 1st sess., 33d Congress, page 1282.)

This resolution of the House is a contemporaneous construction of said joint resolution of July 20, 1854. The construction put upon the resolution of the House of the 15th of August, 1856, by yourself and by this office, in connexion with the joint resolution of 1854, copied above, is as much the subject of inquiry as to what has been withheld from the claimants in the second and third classes, as to what has been paid to the first class, and Mr. Campbell, as the organ of the Committee of Ways and Means, having referred to my report which embraced all the classes in the House resolution of August 15, 1856, "elicits such information as will enable them (the committee) to present the question properly before the House."

To enable the committee to do this, I proceed to remark upon the two other classes very briefly, and upon the power of the Secretary of the Treasury and the Comptroller, in regard to making advances of money from the treasury.

II. All the persons and officers of the House, who would have been paid from said ten thousand dollars if it had been advanced to Mr. Cullom received the benefit of the joint resolution of July 20, 1854, (if in office) and were prohibited by the terms thereof from receiving the usual extra compensation, in these words "*And provided, further*, That the usual extra compensation shall not hereafter be allowed to any person receiving the benefit of the joint resolution."

Under these circumstances, the question was for yourself, as Secretary of the Treasury, and for myself as Comptroller of the Treasury, to decide, what does the law require of us?

Our duties are prescribed by the act of September 2, 1789, being

an act to establish the Treasury Department, (vol. 1, page 65.) As to drawing money from the treasury, you, as Secretary of the Treasury, are "to grant, under the limitations herein established, or to be hereafter provided, all warrants for moneys to be issued from the treasury, in pursuance of appropriations by law." My duty as Comptroller is "to countersign all warrants drawn by the Secretary of the Treasury, which shall be warranted by law."

Mr. Cullom, as Clerk of the House of Representatives, made this requisition for ten thousand dollars, to pay compensations to himself and other officers under a resolution of the House of August 15, 1856, when the joint resolution of July 20, 1854, expressly prohibits the payment.

This was the opinion of each of us, after a very careful investigation.

We hold that one House cannot repeal a law. That the appropriation clause in these words, "and to enable the Clerk of the House of Representatives to pay the additional compensation to its employés and others authorized by the resolution of the House of Representatives of August fifteenth, eighteen hundred and fifty-six, is hereby appropriated out of any money in the treasury not otherwise appropriated, and is hereby added to the contingent fund of the House of Representatives," does not sanction any act of the House of Representatives not competent for the House of itself to perform. If the contingent fund of the House had been sufficiently large to have paid those who were prohibited from receiving the usual extra compensation by the joint resolution of July 20, 1854, would the Clerk have been justified in paying them 20 per cent., under the resolution of the House of August 15, 1856? Certainly not, unless one House can repeal a law. The office of the appropriation clause was to furnish money for that which the House had done within its legitimate sphere of action and nothing further. The word "*authorized*" was therefore most appropriately used. There being no law (if the clauses in the appropriation acts were inoperative after the expiration of the fiscal year) against the House paying, out of its contingent fund, its employés who had not received the benefit of the joint resolution of July 20, 1854, and it having by the resolution of August 15, 1856, embraced that class of employés, so far as they were concerned "*authority*" was given, because to that extent its power extended, but not beyond that.

III. The resolution of the House of Representatives of August 15, 1856, included those employed in the office of the Superintendent of Public Printing, and attempted to raise their salaries.

It was believed by us that the House of Representatives had no more authority to increase the salaries of the Superintendent of Public Printing and those employed in his office, by paying the amount out of its contingent fund, than it had to increase the salary of any other officer holding a civil, military, or naval appointment.

A tabular statement will accompany this, designating the Congresses and sessions at which the House of Representatives adopted resolutions giving extra compensation to different officers or persons from the 1st session of the 29th Congress to the 1st session of the 34th

Congress, inclusive, with the exception of the 33d Congress, which is not mentioned in Mr. Campbell's letter; and designating, also, the dates of the respective acts making appropriations for defraying the contingent expenses of said House.

I owe an apology to the committee, to the House, and to yourself for the time consumed in the investigation of the matters presented by Mr. Campbell as chairman of the Committee of Ways and Means.

Mr. Ramsey, chief clerk in this office, and William Anderson, a clerk of long experience, were detailed for the service at the earliest practicable hour. The latter gentleman had examined the accounts in this office as they were respectively settled.

From the sickness of Mr. Ramsey, and from the severity of the weather that detained him at home, and from the death of a member of his family, the investigation was necessarily delayed. I had no clerk to supply Mr. Ramsey's place.

Mr. Campbell's letter is returned herewith.

Most respectfully, yours,

ELISHA WHITTLESEY.

Hon. JAMES GUTHRIE,
Secretary of the Treasury.

Resolution of House of Representatives granting extra compensation—when passed.	General appropriation act—when passed.	Statutes at Large. No. of vol.	Page where found.
29th Congress, 1st session	Aug. 10, 1846	9	85
29th Congress, 2d session	Mar. 3, 1847	9	155
30th Congress, 1st session	Aug. 12, 1848	9	284
30th Congress, 2d session	Mar. 3, 1849	9	354
31st Congress, 1st session	Sept. 30, 1850	9	523
31st Congress, 2d session	Mar. 3, 1851	9	599
32d Congress, 1st session	Aug. 31, 1852	10	76
	Mar. 3, 1853	10	183
32d Congress, 2d session	Mar. 3, 1853	10	190
34th Congress, 1st session	Aug. 18, 1856	Pamphlet	90
	Aug. 18, 1856	1855-'56	103, 104

B No. 22.

TREASURY DEPARTMENT,
Comptroller's Office, July 26, 1856.

SIR: William Cullom, esq., Clerk of the House of Representatives, addressed a letter to you on the 7th instant, with a requisition to draw $500 to pay Edward E. Gilbert $250, under a resolution of August 3, 1854, and to pay M. V. B. Spicer the same amount under the same resolution. On examining the accounts, I find that Mr. Gilbert served ten days, and was paid $40, and that Mr. Spicer was paid $90 for thirty-six days' labor. I was preparing a paper to present the law and the fact to you, but an application is made to withdraw the

requisition. As the papers were transmitted to this office from yours, I return them.

Most sincerely, yours,

ELISHA WHITTLESEY.

Hon. JAMES GUTHRIE, *Secretary of the Treasury.*

OFFICE CLERK HOUSE OF REPRESENTATIVES, U. S.,
July 7, 1856.

SIR: Please cause a treasury warrant to be issued in favor of William Cullom, Clerk of the House of Representatives of the United States, for five hundred dollars, to be charged to the following appropriations, viz:

"A joint resolution making appropriations for the payment of those entitled to the benefit of the resolution of the House of Representatives of the United States, passed August 3, 1854, voting extra compensation to pages, folders, and others," approved August 5, 1854.

$500.

Respectfully,

WM. CULLOM,
Clerk House of Representatives United States.

JAMES GUTHRIE,
Secretary Treasury United States.

The within named sum of five hundred dollars is for the purpose of paying M. V. B. Spicer, E. E. Gilbert, each $250, under said resolution of House of Representatives named within.

WM. CULLOM,
Clerk House of Representatives.
By W. P. INGRAM,
Attorney.

APRIL 28, 1857.

Vouchers for amount of the foregoing requisition have this day been exhibited at this office, to wit: for extra compensation to M. V. B. Spicer and Edward E. Gilbert, under resolution of August 3, 1854, $250 each.

T. L. SMITH, *Auditor.*

COMPTROLLER'S OFFICE, *April* 28, 1857.

It is stated and believed by me to be true, that the money has not been paid, and that the vouchers spoken of were given without the money, and that the same is now due; and I recommend that it be advanced for the purpose mentioned.

ELISHA WHITTLESEY,
Comptroller.

I have no knowledge that either of the persons named in the foregoing letter, viz: M. V. B. Spicer and E. E. Gilbert, ever received

the benefits of the joint resolution of July 20, 1854, and do not believe either of them ever did receive the benefit of said resolution.

W. P. INGRAM,
Chief Clerk House of Representatives U. S.

APRIL 30, 1857.

I have examined the accounts of John W. Forney, late clerk of the House of Representatives, and can find no evidence that Mr. Spicer and Mr. Gilbert ever received the extra compensation to which they were entitled under the resolution of August 3, 1854. Nor have they received the benefit of the joint resolution of July 20, 1854.

A. B. CLAXTON, *Clerk.*

NOTE.—Held by Comptroller, May 30, 1857, that Spicer and Gilbert are only entitled to a pro rata of extra compensation of $250 under joint resolution of August 5, 1857.—(Vol. 10, Stat. at Large, p. 595.)—See Decision Book No. 5, p. 181.

Also, see letter of Comptroller of October 30, '57, to Ed. E. Gilbert and to Hon Wm. Cullom.

B No. 23.

TREASURY DEPARTMENT,
Comptroller's Office, April 29, 1857.

SIR: A requisition drawn by Wm. Cullom, Clerk of the House of Representatives, and dated the 7th July, 1856, for $500, for extra compensation to M. V. B. Spicer and E. E. Gilbert, under the resolution of the House of Representatives of August 3, 1854, has been presented to me. No payments have been made at the treasury upon requisitions of the Clerk under said resolution, unless such requisition was accompanied by the following certificate:

"I certify that the extra compensation above is the 'usual extra compensation,' and that neither of the persons embraced in this requisition have received the benefits of the joint resolution of July 20, 1854."

If you have no objection, will you please append a similar certificate to the enclosed requisition, as attorney of Wm. Cullom, clerk of the House of Representatives of the United States, and return the same to this office.

Respectfully yours,

ELISHA WHITTLESEY,
Comptroller.

WM. P. INGRAM, Esq.,
Chief Clerk, Office of Clerk of House of Reps.

B No. 24.

TREASURY DEPARTMENT,
Comptroller's Office, May 30, 1857.

SIR: In the case of Martin V. B. Spicer and E. E. Gilbert, temporary clerks in the office of the clerk of the House of Representatives, for whom you made a requisition of $250 each, on account of extra compensation under the resolution of August 5, 1854, I have decided, after due investigation, that all employés and others who serve but a portion of the session, be paid a pro rata proportion of the extra compensation.

Should you be disposed to make a requisition for such amount as may be due to the above parties under the foregoing decision, it will be at once allowed.

Respectfully yours,

W. MEDILL,
Comptroller.

WM. CULLOM, Esq.,
Clerk House of Representatives.

Extra compensation to employés of the House of Representatives, 1st session, 33d Congress.

The Senate and House of Representatives passed the following joint resolution, which was approved July 20, 1854:

"*Resolved by the Senate and House of Representatives*, * * * * That the officers, clerks, messengers, and other employés in the legislative department of the government shall be paid an increased compensation of twenty per cent. upon the compensation now received by them, respectively, * * * * such increased compensation to commence from the first day of July, eighteen hundred and fifty-three; and that a sum sufficient to pay the same to the thirtieth of June, eighteen hundred and fifty-five, is hereby appropriated, out of any money in the treasury not otherwise appropriated: *Provided*, That no person whose compensation was increased by the act approved April twenty-two, eighteen hundred and fifty-four, shall be benefited by this joint resolution: *And provided, further*, That the usual extra compensation shall not hereafter be allowed to any person receiving the benefits of this joint resolution."

On the 3d of August, 1854, the Houes of Representatives passed the following resolution:

"*Resolved*, That the usual extra compensation be paid to the pages, folders, and such other employés who have heretofore received the same, and who have not and shall not hereafter receive the benefit of the joint resolution approved July 20, 1854."

On the same day, viz: 3d August, 1854, the following joint resolution was introduced in and passed by the House:

"*Resolved by the Senate and House of Representatives in Congress assembled*, That the sum appropriated by the House of Representa-

tives for the payment of its pages and employés be paid out of any money in the treasury not otherwise appropriated."

It was sent to the Senate with the following title, "Joint resolution making appropriation for the payment to those entitled to the benefits of the resolution of the House of Representatives of the United States, passed August 3, 1854, voting extra compensation to pages, folders, and others," for the concurrence of that body, which was obtained, and it was approved by the President on the 5th of August, 1854.

The joint resolution as published in Little & Brown's edition of the laws passed 1st session, 33d Congress, differs from that above cited, which is found on page 2132 of the Congressional Globe, vol. 28, part 3, by having the words "on this day" included after the word "Representatives" in the body of the resolution, and before the words "for the payment of its pages," so that it reads: "*Be it resolved*, * * * * That the sum appropriated by the House of Representatives on this day for the payment of its pages and employés," &c., &c.

Under this resolution of the 5th August, 1854, William Cullom, esq., Clerk of the House of Representatives, has made a requisition dated July 7, 1856, upon the Secretary of the Treasury for the sum of five hundred dollars, ($500,) for the purpose of enabling him to pay to M. V. B. Spicer, who was employed in some capacity, not named, in the office of the Clerk of the House of Representatives from July 1 to August 5, 1854, (36 days,) at $2 50 per day, and received the sum of $90, the extra sum of $250; and to Mr. E. E. Gilbert, who was employed during the same session for a period of ten days as a temporary clerk at the rate of $4 per day, and was paid the sum of $40, the extra sum of $250. Both these claims appear to have been allowed by B. B. Thurston, chairman of the Committee of Accounts. That approval, however, it seems to me, cannot in the least affect the discretion of the Secretary of the Treasury in determining whether or not the money can be lawfully paid out of the treasury. The House of Representatives certainly could not have intended that such cases as these of Messrs. Spicer and Gilbert should be regarded as within the object of their resolution; nor can it be presumed that Congress intended to give such a gratuity to those who had not the slightest merit that could be urged for its justification.

Whatever may have been done by the various officers who may have disbursed the contingent fund of the House for the several years since the origin of the custom in Congress of giving to their employés extra compensation at the end of a session, (which extra compensation was, until within a recent period, invariably made chargeable to the contingent fund of the respective houses,) I cannot believe that it was ever intended by either house that any but those who had served through the whole or very nearly the whole of a session should receive the maximum of such extra compensation. Or, in other words, I do not think that it can be presumed that Congress intended to give to those who were employed only a month, or ten or a less number of days, the same extra compensation as allowed to those who served through the whole session. I would therefore respectfully

recommend that said requisition be refused, and that the parties be remitted to Congress for relief if they feel aggrieved.

Respectfully submitted.

J. M. RAMSEY.

Hon. E. WHITTLESEY,
First Comptroller.
JULY 25, 1856.

Let those employés and others who served but a portion of the session be paid a pro rata proportion of the extra compensation.

W. MEDILL.

MAY 30, 1857.

B No. 25.

TREASURY DEPARTMENT,
Comptroller's Office, October 30, 1857.

SIR: Reference being had to the letter addressed to you May 30th last, on the subject of the claims preferred for extra compensation by M. V. B. Spicer and E. E. Gilbert, for and on account of certain temporary service rendered at the first session of the thirty-third Congress in the office of the Clerk of the House, I herewith enclose, for your additional information, the copy of a letter addressed this day to Edward E. Gilbert, one of said claimants.

W. MEDILL, *Comptroller.*

Hon. WILLIAM CULLOM,
Clerk of the House of Representatives.

TREASURY DEPARTMENT,
Comptroller's Office, October 30, 1857.

SIR: I proceed to reply to your letter of July 13, 1857, wherein you request to be informed "if the recent decision of the Comptroller of the Treasury, in the case of M. V. B. Spicer and Edward E. Gilbert, is in any manner affected by the more recent decision of the Secretary of the Treasury with regard to extras generally, and whether the parties interested can now avail themselves of the benefit of the Comptroller's decision if they are so minded," &c.

It is considered proper that I should state, in this communication, the grounds of your claim and that of M. V. B. Spicer. It appears that Mr. Spicer was employed in some capacity, at the first session of the thirty-third Congress, in the office of the Clerk of the House of Representatives, from July 1 to August 5, 1854, inclusive, (36 days,) at $2 50 per day, and received the sum of $90; and that you was employed during the same session, for a period of ten days, as a temporary clerk, at the rate of $4 per day, and was paid the sum of $40; for which temporary service you have each preferred a claim for extra compensation of $250.

The matter in regard to your claim and that of Mr. Spicer was very

fully examined May 30th last, upon which date a letter was addressed to the Hon. William Cullom, Clerk of the House of Representatives, expressing the opinion to which you refer, to wit: "that all employés and others who serve but a portion of the session be paid a *pro rata* of the extra compensation." A copy of the communication is herewith. The principle decided cannot, I am sure, be considered in any other light than as just and equitable, and is reaffirmed.

It may be remarked further that I cannot think Congress, in passing the joint resolution approved August 5, 1854, (see vol. 10 Stats. at Large, p. 595,) intended to give to those who were employed only a month, or ten or a less number of days, the same extra compensation as allowed to those who served through the whole session.

A copy of this communication will be enclosed to Mr. Cullom, for his information.

W. MEDILL, *Comptroller.*

EDWARD E. GILBERT, Esq.,
Washington, D. C., care of H. N. Gilbert, Esq.

B. No. 26.

TREASURY DEPARTMENT,
Comptroller's Office, August 20, 1857.

SIR: Reference being had to the letter of Charles H. Upton to you, of the 17th instant, which was referred to this office on the 18th instant—being remarks upon my decision of the 11th instant, respecting his claim for extra compensation as messenger in the post office of the House of Representatives, &c.—I beg leave respectfully to enclose for your information a copy of said decision, which contains my views on the points of the case.

The letter of Mr. Upton is herewith returned.

Very respectfully yours,

W. MEDILL, *Comptroller.*

Hon. HOWELL COBB,
Secretary of the Treasury.

TREASURY DEPARTMENT,
COMPTROLLER'S OFFICE, *August* 11, 1857.

SIR: I herewith enclose to you for your information and guidance, as far as the case submitted is concerned, a decision of this date respecting the claim preferred by Charles H. Upton, esq., messenger in the post office of the House, on account of extra compensation claimed under resolution of the House of August 15, 1856, in connexion with the second section of the deficiency bill, approved March 3, 1857, (pamphlet laws, page 242,) and increase of salary claimed under resolution of the House of August 16, 1856.

W. MEDILL.

Hon. WILLIAM CULLOM,
Clerk of the House of Reps.

TREASURY DEPARTMENT,
COMPTROLLER'S OFFICE, *August* 11, 1857.

In the matter of the claim preferred by Charles H. Upton—

Upon a reference to this office of the letter of Charles H. Upton to the Secretary of the Treasury, bearing date July 10, 1857, I examined the claim which he therein prefers, together with the laws and several resolutions which are in any way supposed to affect the same, and have come to the following conclusions:

Mr. Upton was one of five messengers in the House of Representatives, at a fixed annual salary or compensation of $1,440.

On the 15th of August, 1856, the House adopted the following resolution:

"*Resolved*, That the clerk be directed to pay out of the contingent fund of the House the usual extra compensation to that class of employés who received the same at the last Congress, and to the other employés respectively, including those employed in the office of the Superintendent of Public Printing, an amount equal to twenty per cent. upon their annual compensation; *provided*, this resolution shall not be construed to include the public printer."—(See Journal, page 1,473.)

The act making appropriations for certain civil expenses of the Government for the year ending June 30, 1857, contains the following clause: "To enable the clerk of the House of Representatives to pay the additional compensation to its employés, and others authorized by the resolution of the House of Representatives of August 15, 1856, a sum sufficient for that purpose is hereby appropriated out of any money in the Treasury not otherwise appropriated, and is hereby added to the contingent fund of the House of Representatives."—(See Session Laws, approved August 18, 1856, p. 90.)

Thus the contingent fund of the House was sufficiently increased to meet the extra allowances granted by the foregoing resolution, but no express direction is given for its payment.

In view of the joint resolution of July 20, 1854, increasing the salaries of the clerks, messengers, and other regular employés of Congress, and expressly prohibiting thereafter all further or extra allowances to such persons as should accept said increased compensation, Mr. Whittlesey, the then comptroller, (see his letters to the Secretary of the Treasury of September 1 and October 15, 1856,) decided that the said resolution of August 15, 1856, was inoperative and void so far as it related to the persons in question. The resolution was the act, or expression of the will of one House only, and could not repeal, or in any way affect a joint resolution, which has all the force and binding obligations of a law. The subsequent appropriation being in no way *mandatory*, was deemed applicable to such objects and purposes as were before legal and binding on the Government.

Apparently acquiescing in this decision, which was also concurred in by the Secretary of the Treasury, and yet determined, it would seem, to carry out the objects and requirements of the House resolution aforesaid, Congress inserted a clause in what was called the deficiency bill, approved March 3, 1857, directing and expressly requir-

ing "that the extra compensation given by each of the two Houses of Congress, in the year 1856, to its officers and employés, shall be paid by its disbursing officer out of the contingent fund, and his accounts therefor shall be allowed by the accounting officers of the Treasury Department."

While the second section of the act of March 3, 1845, entitled "An act making appropriations for the civil and diplomatic expenses of the Government for the year ending June 30, 1856, and for other purposes," recognized, as it now is, as still being in force by the Secretary of the Treasury, in his letter to the First Auditor of June 30, 1857, prohibits the application of any portion of the contingeni fund to extra allowances of this kind, it is not held, nor will it be contended, I apprehend, but that Congress, in the due and legitimate exercise of its law-making power, may at any time otherwise direct. The subsequent act must be considered as modifying the former, so far as it applies to the case in question. Efficiency is thus given to both. A resolution of *one* House has no such effect; and without this latter act on the part of Congress, the House resolution of August 15, 1856, would be in direct conflict with the act of March 3, 1845, (decided to be still in force, as aforesaid,) and therefore without any force or binding obligation.

My opinion, therefore, is, that Mr. Upton is entitled to the benefits of the House resolution of August 15, 1856, as subsequently sanctioned by Congress in the act of March 3, 1857; that is, he is entitled to the twenty per cent allowed by said resolution, on the salary he was then receiving of $1,440.

Mr. Upton claims, however, that, on the 16th of August, 1856, his salary which, up till that time had been $1,440, was *raised* to $1,740 by the following resolution of the House:

"Resolved, That the clerk of the House be directed to pay out of the contingent fund * * * to Charles H. Upton, assistant postmaster, the same rate of compensation that is allowed to the assistant doorkeeper, commencing with this Congress and continuing until further ordered."

And that he is not only entitled to receive this latter amount, but that he is also entitled to have the 20 per cent. *extra*, allowed by the resolution of August 15, 1856, and subsequently sanctioned by Congress, calculated on said *increased salary* instead of upon the salary which he was receiving when said allowance was made.

This resolution purports to change and largely increase the annual salary of one of the officers of government which had been previously fixed and prescribed by law. This increase was even to apply to the past as well as to the future. It was no "extra allowance" temporary in its character, and which could only be again paid upon a renewal of the grant, but a permanent change in the regularly prescribed compensation of one of the officers or employés of Congress. It was to continue until otherwise directed, which is as long as any law remains in force.

It will hardly be contended I presume that one branch of Congress possesses any such power. The same course of proceeding and the same forms are required to increase or otherwise prescribe the compensation

of our public officers that are required to pass any other law. Besides, any such charge upon the contingent fund is expressly prohibited by the joint resolution aforesaid.

It has been suggested that this is likewise an extra allowance, and being such that it was sanctioned and its payment ordered by the act of March 3, 1857. But Mr. Upton, himself, is too sensible of the distinction to assume any such position. "My claim," he says in his letter to this office of July 17, 1857, "partakes of both the descriptions you name, increase of salary and extra compensation, the former being an addition of $25 per month, and the latter two months pay or thereabouts, which the House was pleased to grant me in consideration of the fact that the books in my office were largely in arrears when I took charge of them, and I was obliged to labor night and day to bring them up."

This is a very fair representation of the distinction for while there was a persuasive and sufficient reason for the "extra allowance" which was temporary in its character, and given in consideration of *extra labor*, the $25 per month was a permanent and arbitrary increase of the salary or annual compensation. Congress in directing that the "extra compensation" given by each of the two Houses of Congress in the year 1856, to its employés be paid by its disbursing officers out of the contingent fund, had reference only to the 20 per cent. on existing salaries allowed by each House in that year; and to meet which "a sufficient amount" had been added to the contingent fund, but which under the joint resolution of July 20, 1854, was rejected by the Comptroller. This was the only extra compensation that was in controversy, or that was in any way brought under the consideration of Congress, or for which any appropriation has been made.

The increase in Mr. Upton's salary was first sanctioned by Congress in the civil and diplomatic bill for the year commencing July 1, 1857, from which period by express appropriation he will be entitled to the increased amount of $1,740.

W. MEDILL,
Comptroller.

B No. 27.

TREASURY DEPARTMENT, *July* 3, 1857.

SIR: I herewith transmit for your information and government a copy of a letter addressed by me to the First Auditor of the Treasury, respecting certain vouchers in the accounts of the Clerk of the House of Representatives, now in his office for settlement.

Very respectfully,

HOWELL COBB,
Secretary of the Treasury.

Hon. WM. MEDILL,
First Comptroller.

TREASURY DEPARTMENT, *June* 30, 1857.

SIR: The Clerk of the House of Representatives submits in settlement of his accounts at your office the following vouchers:

House of Representatives United States, to William Cullom, Dr.

For additional compensation for settling and adjusting the outstanding bills under the book resolution, found on file in the office, which belonged to my predecessor... $750 00

March 7, 1857. Received of William Cullom, Clerk of the House House of Representatives, United States, $750 in full, of the above account.

WILLIAM CULLOM.

Endorsed: Allowed.

B. B. THURSTON,
Chairman Committee on Accounts.

House of Representatives United States, to John M. Barclay, Dr.

For amount of compensation allowed by the resolution of the House of Representatives, of March 3, 1857... $5,706 97

March 30, 1857. Received of William Cullom, Clerk of the House of Representatives United States, $5,706 97 in full of the above account.

JOHN M. BARCLAY.

Endorsed: Allowed.

B. B. THURSTON,
Chairman Committee on Accounts.

House of Representatives United States, to J. M. Barclay, Dr.

For clerical services on alphabetical index during the 33d Congress..... $250 00

February 19, 1857. Received of William Cullom, Clerk of the House of Representatives United States, $250 in full of the above account.

JOHN M. BARCLAY.

Endorsed: Allowed.

B. B. THURSTON,
Chairman Committee on Accounts.

House of Representatives United States, to Daniel Buck, Dr.

For collating, correcting, and preparing for publication the list of appropriations made, new offices created, &c., as required by the act of July 4, 1836, for the 2d session 28th Congress, 1st and 2d sessions 29th Congress, 1st and 2d sessions 30th Congress, 1st and 2d sessions 31st Congress, 1st and 2d sessions 32d Congress, 1st and 2d sessions 33d Congress, and 3d session 34th Congress, as authorized by the resolution of the House of Representatives of March 3, 1857, at $360 per session..... $4,320 00

DANIEL BUCK.

Endorsed: Allowed.

B. B. THURSTON,
Chairman Committee on Accounts.

House of Representatives United States, to W. P. Ingram, Dr.

For services as clerk to Committee on Accounts of 34th Congress..... $650 00

March 31, 1857. Received of William Cullom, Clerk of House of Representatives United States, $650 in full of the above account.

W. P. INGRAM.

Endorsed: Allowed.

B. B. THURSTON,
Chairman Committee on Accounts.

House of Representatives United States, to John Bailey, Dr.

For compensation for additional services as clerk in the office of the House of Representatives United States, twenty-five dollars a month from the 1st day of May, 1850, to June 30, 1853, being thirty-eight months.... $950 00

March 31, 1857. Received of William Cullom, Clerk of the House of Representatives, $950 in full of the above account.

JOHN BAILEY.

Endorsed: Allowed.

B. B. THURSTON,
Chairman Committee on Accounts.

House of Representatives of the United States, to J. C. Walker, Dr.

To this amount allowed as reading clerk by resolution of the House of of March 3, 1857, directing a sufficient sum to be paid out of the contingent fund to make regular annual salary for past services equal to the annual amount now received by the reading clerk of the Senate. (See statement annexed.)..... $1,748 67

March 31, 1857. Received of William Cullom, Clerk of the House of Representatives of the United States, $1,748 67 in full of the above account.

J. C. WALKER.

House of Representatives of the United States to Thos. J. Galt, Dr.

For compensation as superintendent of the folding rooms of the House of Representatives of the United States from January 1, 1852, to July 1, 1853, at $1,500 per annum	$2,250 00
Credit by amount paid by Clerk of the House of Representatives	1,641 00
	609 00

February 14, 1857. Received of William Cullom, Clerk of the House of Representatives of the United States, $609 in full of the above account.

THOS. J. GALT.

House of Representatives of the United States to Phin. B. Tompkins, Dr.

For amount of compensation as tally clerk and assistant reader as per resolution of the House of Representatives of the United States, of March 3, 1857, from 12th February, 1856, to 28th February, 1857, inclusive	$378 46

March 31, 1857. Received from William Cullom, Clerk of the House of Representatives of the United States, $378 46 in full of above account.

PHIN. B. TOMPKINS.

There are other claims, as I am informed, which have not been presented of a similar character.

A portion of these payments were made under resolutions of the House directing the Clerk to make them. The others were made under the direction of the Committee of Accounts of the House; all of them were made out of the contingent fund of the House. Upon this statement of facts the question arises, Shall the Clerk be allowed credit for them by the accounting officers of the treasury in the settlement of his accounts? As a general rule, each House of Congress has the entire control and direction of its contingent fund, and their officers should be allowed credit for such payments as they make in compliance with the orders of their respective Houses. When, however, a case arises where the contingent fund has been appropriated to a purpose in violation of the law, it is the duty of the accounting officers of the treasury to arrest its payment to the extent of refusing a credit for it on settlement of the accounts of the officer. Was the House authorized, either by resolution or through its recognised organ, the Committee of Accounts, to allow the foregoing sums to be paid out of its

contingent fund? The fact is admitted that each of these payments was made to a clerk or employé of the House as "extra allowance" to such officer for service rendered by him in his official capacity. Is there any law which prevents this being done?

The joint resolution of July 20, 1854, provides that "That the usual extra compensation" should not thereafter be allowed to the officers who received the benefit of that law in the increase of their salaries.

The term "usual extra compensation," as here used, referred to the extra pay which for a number of years had been voted to the Clerk and employés of the Senate and House by resolution of those bodies. It is not pretended that the payments now made by the Clerk were of that character, and I do not think, therefore, that this joint resolution applies to these cases.

My attention has been called to the several acts of March 3, 1839; August 23, 1842; August 26, 1842; September 30, 1850, and August 31, 1852. The object of these laws was to prevent extra allowance to any and all officers of the government who were in the receipt of regular and fixed salaries. They have been construed by the practice of the government not to interfere with the power of the two Houses of Congress over their contingent fund. This construction is based upon the fact that the terms of these different laws do not in specific language include the officers of Congress, and contain no express limitation upon the power of the two Houses over their contingent fund.

In the view which I propose to take of another provision of law, which, in my judgment, must control the decision of this question, it becomes unnecessary for me to review the practice of the department under the various acts I have cited, and I therefore pass from this consideration without expressing any opinion upon their applicability to the present case.

The act of March 3, 1845, which was an act making appropriations for the civil and diplomatic expenses of the government for the year ending the thirtieth of June, eighteen hundred and forty-six, and for other purposes, provides in the second section of the act, "that no part of the appropriation which may be made for the contigent expenses of either House of Congress, shall be applied to any other than the ordinary expenses of the Senate and House of Representatives respectively; nor as extra allowance to any clerk, messenger, or attendant of the said two Houses, or either of them; nor as payment or compensation to any clerk, messenger, or other attendant to be so employed by a resolution of one of said Houses, nor in the purchase of books to be distributed to members."

The language of this law is plain, positive, and unequivocal, and if in force forbids in express terms the allowance which has been paid in the cases under consideration. If this law is held to be in existence, then the accounting officers of the treasury should refuse to allow credit to disbursing officers, both of the Senate and House, for any payment made by them *out of the contingent fund*, either for "extra allowance to any clerk, messenger, or attendant" of either House, or "for payment or compensation to any clerk, messenger, or attendant employed by a resolution of one of said Houses."

The only question for the consideration of the department is the one

of Congress to limit its operation to the then succeeding fis-
and its just and wise provisions are as applicable since that
fore. There is nothing peculiar to the fiscal year ending
th of June, 1856, which would have called for such enact-
render its future operation improper and unnecessary. I
ft, however, to rely alone upon my own judgment in decid-
point. The question has been thoroughly considered by our
ors, and opinions, similar to the one I have indicated, given
upon by them. I find the following one given by Mr.
ey, when acting as First Comptroller, on a similar case.
provision is inserted in an appropriation act, but it is a dis-
substantive enactment, and is as permanent as any other
s doubts have been entertained on this point, the question will
ined somewhat at length.
ormer times it was the custom in Congress, as well as in Eng-
confine every statute to one subject matter, to insert nothing
ot german to its general character and object, and to use pro-
as qualifications of and limitations to the general enactment
ch they may be inserted, and to only those, and not apply them
tations to or qualifications of other statutes. But the pressure
islation in Congress has been so great during the last ten or fif-
ears, and the difficulty of passing any general statute by them-
altering the former laws, has been so insuperable that the cus-
as crept in from apparent necessity of engrafting such enactments
the general appropriation acts, either in the form of provisos or
tinct sections.
When such enactments are contained in distinct sections in an
priation act, or other statutes, there is no room for a question
he words contained in them should receive the same interpreta-
and construction as if they were used in a statute by itself,
ate and distinct from any other matter or subject; and when
stantive provision is inserted in an appropriation act or other
Congress, in the form of a proviso, the words and phraseology
d all be taken together, and if they indicate or imply an in-

ecent date where such general constructions have been
sos by the Attorneys General.
section of the Civil and Diplomatic Appropriation act
1841, contains a proviso limiting the fees of district
rks, and marshals in certain cases, which has been con-
torneys General Crittenden and Legaré to be a permanent
nd not confined to the year in which it was passed, nor
ppriation to which it was annexed. See Mr. Crittenden's
April 13, 1841, and that of Mr. Legaré of December, 1841,
swer to certain questions made by the Acting Comptroller.
e proviso on the same subject contained in paragraph 167
propriation act of May 18, 1842; the same act, paragraph
contains certain limitations of compensation to certain
the Post Office Department, much of which would have no
or operation whatever unless such general construction is
it. The 212th paragraph of the same appropriation act (p. 205)
a proviso authorizing transfer of funds from one to another
appropriation in the Post Office Department. All, or nearly
provisions of law made from 1839 to the present time to pro-
extra compensation, to limit fees and compensation, and to
nt a double compensation or two salaries, have been contained in
ppriation acts. See the 3d section of the Civil and Diplomatic
propriation act, approved March 3, 1839, (vol. 9, p. 1013,) which
ibits extra allowance to disbursing officers and limits expenditures
newspapers.

See the 2d section of the Military Appropriation act of August
, 1842, (vol. 10, p. 281,) which contains limitations and prohibi-
ns of extra allowances of a more general and extensive character.
e also section 12 of this same act of August 26, 1842, (vol. 10, p.
01,) which contains still further limitations for extra services where
ne officer performs the duties of another.

"See also the 4th section of the Civil and Diplomatic Appropria-
tion act of March 3, 1849, (Sess. Laws, p. 68,) which contains a still
further limitation as to salaries.

"The appropriation act of September 30, 1850, (see Laws, p. 174,)
contains an appropriation for Richard Rush, with a proviso attached
to it prohibiting the accounting officers in future from allowing any
officer two salaries for performing the duties of two officers at the
same time. Every word of that proviso will be inoperative if it is
confined to the appropriation to which it is attached.

"These numerous provisos and sections of a general character con-
tained in appropriation acts satisfy me that they should be inter-
preted and construed in the same manner as if each one was contained
in the enacting clause of a distinct act." * * * *

I have given this opinion of Mr. Whittlesey at length because it
contains many important references bearing upon the question. It
was submitted at the time to Mr. Attorney General Crittenden, who
concurred in the construction placed by Mr. Whittlesey upon the act
then under consideration.—(Attorneys' General Opinions, vol. 5,
p. 273.)

Why the same doctrine was not applied to the act of March 3, 1845,

I cannot understand. I confess I am not able to draw a distinction between the cases, and I feel quite confident that if this law had been submitted at the same time to the Attorney General he would have given the same opinion in reference to it that he did in the cases cited. I concur with him most fully in the construction he gave to the act of 1842, and I have no doubt he would concur with me in applying the same reasoning to the act of 1845.

My opinion then is, that the second section of the act of 1845 was intended to be permanent, and not temporary; that it is now in force, and must be applied by the accounting officers of the treasury to all cases coming within its provisions.

The only additional reason that has been suggested for a different construction is the fact that a different rule has been acted upon, both in Congress and this department. I admit the force of this suggestion, and feel great reluctance in overruling a practice that has continued for so many years

If I could find any evidence that the question had been the subject of serious consideration, and an opinion pronounced formally upon it and acquiesced in, I should hesitate long before resorting to a new construction of the law. But such is not the case; and I am so fully impressed with the wisdom of the law, and the clearly expressed purpose of Congress to make it permanent, that I must require its enforcement.

The greatest reluctance I have felt in coming to this conclusion arises from the apprehension that injustice may be done to the persons whose claims have thus been recognized, and the officers of the Senate and House, who have acted in good faith in complying with the directions of their respective Houses.

I have no doubt that these officers have so acted, and in refusing to settle their accounts no imputation is intended to be thrown upon their official conduct. In paying these accounts they have only done what they were required to do, and what long established usage justified them in doing. Under such circumstances they should be protected from any loss or injury, and I have no doubt Congress will do it. The accounts must be suspended, however, until the meeting of Congress, when I will recommend the passage of a law authorizing the department to pass them.

In this way these officers can be amply protected, a wise and good law vindicated, and a bad practice corrected.

I am, very respectfully,

HOWELL COBB,
Secretary of the Treasury.

THOMAS L. SMITH, Esq.,
First Auditor.

C.—No. 1.

OFFICE OF CLERK OF HOUSE OF REPRESENTATIVES,
Washington, March 28, 1857.

SIR: Please cause a treasury warrant to be issued in favor of William Cullom, Clerk of the House of Representatives of the United States, for thirty-two thousand eight hundred and fifty dollars, to be charged to the following appropriation in "An act to supply deficiencies in the appropriations for the service of the fiscal year ending the 30th of June, 1857," viz: "To indemnify the Clerk for such sums as he may have expended for books under a resolution of the House of Representatives of July 7, 1856, and to enable him, under said resolution, to furnish for each member and delegate of the House of Representatives, who has not heretofore received the same, the following enumerated books," &c.

WILLIAM CULLOM,
Clerk House of Representatives U. S.

Hon. HOWELL COBB,
Secretary of the Treasury, U. S.

Copy of voucher accompanying requisition of William Cullom, Clerk of the House of Representatives, dated March 28, 1857, *for* $32,850, *&c.*

WASHINGTON, *March* 29, 1857.

Clerk's Office of House of Representatives, U. S., to Gales & Seaton, Dr.

To 90 sets of Annals of Congress, 42 volumes, at $5 per volume	$18,900 00
To 90 sets of Register of Debates, 29 volumes, at $5 per volume	13,050 00
To 90 sets of Senate Land Laws, 2 volumes, at $5 per volume	900 00
	32,850 00

Received payment.

GALES & SEATON.

Endorsement on the foregoing requisition:

COMPTROLLER'S OFFICE, *March* 31, 1857.

I advise that the amount be advanced for the purposes indicated. See my letter to Messrs. Gales & Seaton of the 30th, and their reply of the 31st, 1856.

ELISHA WHITTLESEY.

C.—No. 2.

TREASURY DEPARTMENT,
Comptroller's Office, June 9, 1857.

SIR: A short time since a requisition of William Cullom, esq., Clerk of the House of Representatives, in which he asked for advances out of various appropriations, intended to be disbursed by the Clerk of the House of Representatives, was brought to me, in order that I might present to you my views as to the propriety of making the advances asked for. I advised all the advances requested except one. To that I simply invite your particular attention, without expressing an opinion one way or the other, as I was under the impression that the questions connected with it were then under your consideration.

I have not the requisition before me, and cannot therefore state precisely the amount of that item, but I think it was about $6,000. It was intended to be charged to the appropriation contained in the act entitled "An act to supply deficiencies in the appropriations for the service of the fiscal year ending the 30th of June, 1857," approved March 3, 1857, which reads as follows: "To indemnify the Clerk for such sums as he may have expended for books, under resolution of the House of Representatives of July seventh, eighteen hundred and fifty-six, and to enable him, under said resolution, to furnish to each member and delegate of the House of Representatives, who has not heretofore received the same, the following enumerated books, viz: Gales & Seaton's Register of Debates; Congressional Globe and Appendix; Public Land Laws, (instructions and opinions;) Elliot's Debates; Diplomatic Correspondence; Opinions of the Attorneys General, (in five volumes;) Finance Reports; Gales & Seaton's Annals of Congress; John Adams' Works; Jefferson's Works, (to be supplied from the numbers of said work now in the charge of the Librarian;) Hickey's Constitution, and Mayo & Moulton's Pension and Bounty Land Laws, one hundred and thirty-eight thousand dollars, or so much thereof as may be necessary, is hereby appropriated out of any money in the treasury not otherwise appropriated: *Provided*, They be furnished at prices not exceeding those for which they were heretofore supplied: *And provided, also*, That said works be forwarded by the Clerk to such public library in the district of each of said members and delegates as may be designated by said member or delegate."

Having been verbally requested to communicate to you my views in writing, in respect to the propriety of making the advances requested by the Clerk from said appropriations, I respectfully submit the following suggestions:

The appropriation has two objects in view, viz: one to indemnify the Clerk for books supposed to have been already purchased by him; the other to purchase the books enumerated for distribution, as indicated by the proviso. If Mr. Cullom had made any expenditures for books prior to the passage of the appropriation, it ought to be a very easy matter for him to establish the fact. A bill made out and receipted by a known bookseller, naming the books purchased, giving the date of the purchase, and the price paid per volume, would be good evidence. Or if purchased elsewhere than from a regular dealer,

then a bill similarly made out, with the affidavit or certificate of the individual that he had received of the Clerk, in good faith and for his own use, the amount therein charged and set forth, would be considered sufficient. I would therefore respectfully recommend that no part of said appropriation be advanced for the purpose of indemnity until the Clerk has satisfactorily shown that he made *bona fide* purchases anterior to the date of the appropriation, and that he actually and in good faith paid, or agreed to pay, the prices that appear in his account.

As to advances for the purchase of books enumerated in the appropriation, I have to say that there are rumors afloat which seriously impugn the official integrity of Mr. Cullom, and representations have been unreservedly made that he has in view the accomplishing of purposes by means of this appropriation which would be incompatible with fidelity to the government. Whether these rumors and representations are true or are unjust imputations upon the character of Mr. Cullom I know not, but the fact of their being rife is a sufficient reason for vigilant circumspection on the part of those intrusted with the duty to see that the laws are faithfully executed.

Under these circumstances, it seems to me there would be no impropriety in placing the most rigorous restraints around this appropriation. And I would therefore recommend that no advances be made on account of the books to be purchased until after the Clerk shall have exhibited the bills of the persons from whom he may purchase, duly verified, and the evidence that they have been distributed to libraries, according to the designation of the members and delegates of the House.

This course would neither be attended with inconvenience nor impose trouble upon the Clerk; for those who have the books for sale, knowing that the appropriation has been made by Congress, would very willingly await the payment of their bills until such requirements could be complied with.

Yours, respectfully,

W. MEDILL, *Comptroller.*

Hon. HOWELL COBB,
Secretary of the Treasury.

C.—No. 3.

TREASURY DEPARTMENT,
Comptroller's Office, June 11, 1857.

SIR: In answer to your inquiry whether any part of the appropriation of $138,000, included in the deficiency appropriation act of March 3, 1857, to indemnify the Clerk for such sums as he may have expended for books under the resolution of the House of Representatives of July 7, 1857, and to enable him to furnish for each member and delegate of the House of Representatives, who had not already received the same, certain books enumerated, has been drawn from the treasury, I have the honor to inform you that the sum of $32,850 of said appropriation has been paid out, and that the same was paid

out under the following circumstances. On the 28th of March last a requisition was made by William Cullom, esq., Clerk of the House of Representatives, against said appropriation, for the sum of $32,850; and when it was presented to the Comptroller for his action thereon, a receipted account of Gales & Seaton, for books furnished to said Clerk, amounting to said sum of $32,850, was exhibited. The requisition did not specify its object to be the payment of this particular bill or any other bill, but was general in its terms. Mr. Whittlesey, who was at the time Comptroller, informed the person who brought the requisition to him that he would have to confer with the Secretary of the Treasury before recommending the advance asked for; he then addressed a letter dated March 30, 1857, to Messrs. Gales and Seaton, informing them that said requisition had been presented, but that it did not specify that the payment of their account, which had been shown to him, was its object, and then requesting as follows, viz: "I will thank you to state whether the books designated in your account have been delivered to Mr. Cullom, and subject to or in his possession; and whether the payment of the money to him will be acceptable to you, and within your agreement and understanding."—(See copy of Mr. Whittlesey's letter herewith, marked A.) To this Messrs. Gales & Seaton replied on the same day. They stated that the books specified in their receipted account had been delivered into the possession of the Clerk; also, that they had suggested to the Clerk to state in his requisition that the money was intended to be applied to the payment of their bill, but that he had declined doing so, and then said: "We have no objection to the money for us being granted to him in the form he proposed, as we cannot imagine that he will fail to pay us after he gets it." A copy of Messrs. Gales & Seaton's letter is herewith, marked B. After the receipt of this reply, Mr. Whittlesey endorsed upon Mr. Cullom's requisition aforesaid as follows, viz:

"COMPTROLLER'S OFFICE,
"*March* 31, 1857.

"I advise that the amount be advanced for the purposes indicated. See my letter to Messrs. Gales & Seaton of the 30th, and their reply of the 31st," [30th,] "1856." [1857.]

"ELISHA WHITTLESEY."

Whereupon a warrant was issued in favor of said William Cullom for the sum of $32,850. The previous practice in respect to appropriations for the purchase of books for members was to advance to the Clerk upon his simple requisition, to charge him in account therefor, and to credit him against the same upon the production of the receipted bills of the parties from whom his purchases were made, approved by the Committee of Accounts.

Very respectfully, your obedient servant,

J. M. RAMSEY,
Chief Clerk First Comptroller's Office.

Hon. HOWELL COBB,
Secretary of the Treasury.

A copy of the bill of Messrs. Gales & Seaton, herein referred to, is herewith, marked C.

A.

TREASURY DEPARTMENT,
Comptroller's Office, March 30, 1857.

GENTLEMEN: The Hon. William Cullom, Clerk of the House of Representatives, sent a requisition to-day for $32,850, of which I send to you a copy.

The messenger also handed to me your account against the United States, receipted, for the like amount, of which I also send a copy to you. I said to Mr. Bates, the messenger I referred to above, that having written to the Secretary of the Treasury last week on the subject of the appropriation on which Mr. Cullom wishes the said advance to be charged, I must confer with him before recommending the advance to be made. Mr. Bates said he was told not to leave the account you had made and receipted; but, at my request, he permitted a copy to be taken.

You will observe that the requisition does not specify that the money is to pay the amount due to you; and, for the information of the Secretary, I will thank you to state whether the books designated in your account have been delivered to Mr. Cullom, and subject to or in his possession. And whether the payment of the money to him will be acceptable to you, and within your agreement or understanding.

Most respectfully yours,

ELISHA WHITTLESEY.

Messrs. GALES & SEATON,
Washington, D. C.

B.

WASHINGTON, *March* 30, 1857.

DEAR SIR: In answer to the inquiry contained in your letter of this date, we have the honor to state that the ninety sets of books specified in the receipted account sent by General Cullom to the Treasury Department with his requisition for $32,850 were delivered by us into the Clerk's possession on the 28th instant.

We sent to the Clerk, according to your suggestion, the form of a requisition, *specifying* that the money is to pay us the amount for the books, but he declines giving one in that shape. We have no objection to the money for us being granted to him in the form he proposes, as we cannot imagine that he will fail to pay us after he gets it.

With the highest respect, your obedient servants,

GALES & SEATON.

Hon. ELISHA WHITTLESEY,
Comptroller.

C.

WASHINGTON, *March* 29, 1857.

Clerk's Office House of Representatives of the United States to Gales & Seaton, Dr.

To 90 sets Annals of Congress, 42 vols., at $5 per volume...	$18,900
To 90 sets Register of Debates, 29 vols., at $5 per volume...	13,050
To 90 sets Senate Land Laws, 2 vols., at $5 per volume.....	900
	32,850

Received payment.

GALES & SEATON.

C.—No. 4.

TREASURY DEPARTMENT, *June* 13, 1857.

SIR: By the act of March 3, 1857, "to supply deficiencies in the appropriations for the service of the fiscal year ending June 30, 1857," it is provided: "To indemnify the Clerk for such sums as he may have expended for books under resolution of the House of Representatives of July 7, 1856, and to furnish for each member and delegate of the House of Representatives, who has not heretofore received the same, the following enumerated books, viz: Gales & Seaton's Register of Debates, Congressional Globe and Appendix, Public Land Laws, (instructions and opinions,) Elliott's Debates, Diplomatic Correspondence, Opinions of Attorneys General, (in five volumes,) Finance Reports, Gales & Seaton's Annals of Congress, John Adams' Works, Jefferson's Works, (to be supplied from the numbers of said works now in charge of the Librarian,) Hickey's Constitution, and Mayo & Moulton's Pension and Bounty Land Laws, $138,000, or so much thereof as may be necessary, is hereby appropriated, out of any money in the treasury not otherwise appropriated: *Provided*, They be furnished at prices not exceeding those for which they were heretofore supplied: *And provided, also*, That said books be forwarded by the Clerk to such public library in the district of each of the said members and delegates as may be designated by said member and delegate."

This provision contemplates two distinct objects: 1st. To indemnify the Clerk for books already purchased by him. 2d To enable the Clerk to obtain and forward to public libraries the books set forth in the law, as soon as those libraries have been designated by the members and delegates of the House who have not already received them.

In passing upon the requisition of the Clerk you should require him to designate, in each requisition, for which of the two objects he desires the money. This is necessary, as the rules for allowing the requisition and settling the account under the two heads are widely

different. They should be kept separate and distinct by him, and passed upon in like manner by you. The clause of the law which provides for the purchase of books to be forwarded to each public library as the member or delegate may designate is a novel provision, and in carrying it out neither the Clerk nor the accounting officer of the treasury has any precedent for his guide and direction. It becomes necessary therefore to prescribe forms and rules for the case. It has been suggested that, before paying the requisition of the Clerk, he should be requested to furnish the evidence that he has complied with the law; that is, that the books have been obtained and forwarded to the designated libraries. Such a course, in my judgment, would be onerous, unjust, and without authority of law. The money, by the law, is placed in his hands to purchase and forward the books. He cannot certainly be required to show that he has already purchased and forwarded them before you put into his hands the funds with which it is to be done. I apprehend that no such rule has ever been prescribed for any public officer; and I confess that I should find it difficult to justify it if I was required to lay it down as the rule in this case.

The object of this branch of the law was doubtless twofold: first, to secure the purchase of the books, as it had been repeatedly charged that members were sometimes in the habit of receiving the money instead of the books; second, to give the benefit of the purchase to the largest number of readers by placing the books in public libraries in the different congressional districts.

The law, then, should be so carried out as to effect in the most certain manner these two objects, and at the same time impose no unusual or unjust terms upon the Clerk, the officer charged with the execution of it.

To do this the Clerk should accompany his requisition with a list of the members and delegates entitled to the benefit of this branch of the law, a list of the books, and the prices at which they can be had, and the names and places of the public libraries which have been designated by the members and delegates, respectively. This is all that you can require in advance. When, afterwards, the accounts of the Clerk are presented at your office for settlement, you should allow him credit for such books only as he produces the evidence to show have been purchased and forwarded in conformity to the lists and statements made at the time the requisition was allowed and paid. In this manner the law in this respect can be easily executed and the object of Congress certainly accomplished.

The other provision of the act is to indemnify the Clerk for such sums as he may have previously expended for books under the resolution of the House of July 7, 1856. Congress did not contemplate that the execution of this part of the law should be subject to the last proviso, which requires the books to be forwarded to public libraries. If it had, there would have been no necessity for the separate and distinct provisions contained in the law, but all would have been included in the last branch of the act, which I have before considered.

In granting the requisition and settling the accounts of the Clerk for carrying out this part of the law, you cannot require of him the

evidence either that public libraries for the reception of the books have been designated or that the books have been accordingly forwarded. The law evidently contemplates that the Clerk had already purchased books under the resolution of the House, and that for each purchase he should be indemnified.

In settling his accounts under this branch of the law, it may be proper to refer to the resolution of the House of July 7, 1856, which directed the purchase. That resolution is as follows:

"*Resolved*, That the Clerk of the House of Representatives furnish and deliver to each of the members and delegates of the House of the present Congress who have not already received the same, and pay for the same out of the contingent fund of the House, such numbers and editions of such books of a public character as were furnished to the new members and delegates in the last Congress under the joint resolution of February 23, 1854, and the resolution of the House of Representatives of January 20, 1854: *Provided*, That they be furnished at prices not exceeding those for which they were heretofore supplied to such members and delegates."

Upon examination of similar resolutions which have been adopted by previous Houses, I find that they substantially agree in their directions to the Clerk with the one now under consideration. The Clerk, to the extent that he acted in carrying out this resolution, with the recognized and approved precedents of his predecessors, is entitled to protection, and such, I have no doubt, was the intention of Congress in passing that part of the law which provides for his indemnity.

He should be required to produce to your office satisfactory evidence that he has so acted. I cannot prescribe, in this communication, any fixed and definite rule, as I am not informed of the character of the evidence which he will submit. You should allow him credit for every expenditure made in *good faith* by him in carrying out the resolution prior to its repeal. I would suggest that the best evidence that he had made such purchases would be the production of the *receipts of those from whom the purchases were made;* and that evidence should be produced, or a satisfactory reason given for its non-production. This suggestion is based upon the idea that the object of this law is to indemnify the Clerk for the money paid out and expended by him in the purchase of books under this resolution, and that it is the point to which your mind should be directed in this investigation.

In your communication to me you intimate that rumors are afloat prejudicial to the character of the Clerk in connexion with this book matter. I can only say that mere rumors should not induce the adoption of harsh and severe rules upon the part of the government in its dealings with one of its officials, but, at the same time, if any facts should come to your knowledge, creating in your mind a well founded apprehension that the Clerk acted improperly and illegally in this matter, it not only justifies but requires, on your part, the most rigid and scrutinizing investigation into every branch of his accounts around which there rests a suspicion of fraud.

I am, &c.,

HOWELL COBB,
Secretary of the Treasury.

W. MEDILL, Esq., *First Comptroller.*

C.—No. 5.

TREASURY DEPARTMENT,
Comptroller's Office, June 16, 1857.

SIR: I transmit herewith, for your information and government, a copy of the decision of Hon. Howell Cobb, Secretary of the Treasury, upon the clause in the act of the 3d March, 1857, which appropriates $138,000 "to indemnify the Clerk for such sums as he may have expended for books under resolution of the House of Representatives of July 7, 1856," and to furnish certain designated books to such members and delegates who have not heretofore received the same.

Respectfully yours,

W. MEDILL, *Comptroller.*

WM. CULLOM, Esq.,
Clerk House of Representatives.

C.—No. 6.

TREASURY DEPARTMENT,
Comptroller's Office, July 7, 1857.

SIR: Your requisition of the 6th instant, upon the Secretary of the Treasury, for an advance of $20,000 out of the book appropriation of $138,000, contained in "An act to supply deficiencies in the appropriation for the service of the fiscal year ending the 30th June, 1857," approved March 3, 1857, having been presented to me for the purpose of obtaining my recommendation to the said Secretary to make the advance asked for, I have respectfully to inform you that, inasmuch as you state that you want said amount for the purpose of applying it to the indemnification of the Clerk for moneys which he had expended for books prior to the date of said appropriation, (that being one of the objects of the appropriation,) and inasmuch as the law has not fixed the precise amount to be reimbursed to the Clerk, and you have not furnished any evidence that the sum of $20,000, or any other amount is due, I must decline making any such recommendation to the Secretary. The language of the appropriation is "to indemnify the Clerk for such sums as he may have expended for books under resolution of the House of Representatives of July 7, 1856, and to enable him, under said resolution, to furnish for each member and delegate of the House of Representatives, who has not heretofore received the same, the following enumerated books, viz: * * * * One hundred and thirty-eight thousand dollars, or as much thereof as may be necessary, is hereby appropriated out of any money in the treasury not otherwise appropriated." The aggregate amount that can be used for both objects is limited, but the exact sum to be applied to either is not named. The one object is relief, viz, to restore to you the amount of money which you had expended for books under the resolution of the House of Representatives of July 7, 1856, prior to March 3, 1857, the date of the appropriation to settle for

the past; the other to provide for what was directed to be done in the future. I know of no instance where money has been appropriated to liquidate a claim, of an advance having been made on account thereof, unless the sum to be paid was definitely set forth in the act; but on the contrary, it has been the invariable practice of the department in respect to all relief acts or appropriations, where the amount to be paid is left to be ascertained upon evidence to be adduced by the party in interest, to require accounts to be presented to and adjusted by the proper officers of the government before it would authorize any payment to be made. I can conceive of no reason to justify a departure from this salutary rule in your case. If expenditures were made by you for books prior to the 3d of March, 1857, it seems to me that it will be no difficult matter for you to establish the fact by an account and vouchers; and as the law only authorizes what you had actually expended to be paid to you, I cannot perceive how with propriety any payment can be made to you until you establish with certainty the amount to which you are entitled. I am authorized to say that the Secretary concurs in these views.

Yours, respectfully,

W. MEDILL, *Comptroller.*

P. S. Your requisition is herewith returned.

WILLIAM CULLOM, Esq.,
Clerk House of Representatives.

C.—No. 7.

OFFICE HOUSE OF REPRESENTATIVES, UNITED STATES,
August 10, 1857.

SIR: I desire to call your attention to the fact that in the settlement of my account for indemnity under the act of March 3, 1857, I was not allowed for three sets of books purchased under the resolution of the House of July 7, 1856, but which were not delivered to members. That any distinction is made by the act referred to between "*books purchased and delivered,*" and "*books purchased and on hand,*" I am wholly at a loss to perceive. Indeed, as it seems to me, not only its spirit but its language is the very opposite of such an idea. The language of the law is: "*To indemnify the Clerk for such sums as he may expend for books under* [*the*] *resolution of the House of Representatives of July* 7, 1856." The words "under the resolution," &c., I take it, were used simply to indicate the books and their maximum prices; and if I had charged for other books or at higher prices than those contemplated by the resolution, I might very properly have been refused the allowance. If, as has been suggested, because the resolution directed the delivery as well as the purchase, I am not to be indemnified for such books as are undelivered, by a parity of reasoning I should not have been indemnified for any number of purchases and deliveries less than the whole number contemplated by the resolution.

As you are doubtless aware, I am not authorized by the law to deliver to the libraries anything like as many books as I was directed by the resolution to furnish to the members; the value of a set for the former being but $647 25, while that for the latter was $1,078. So that if the rule shall prevail that I am only to be indemnified to the extent to which I may deliver the books, I shall be a sufferer to a considerable extent.

With every confidence that you will at once see the justice and propriety of allowing the residue of my account,

I am, very respectfully, your obedient servant,

WM. CULLOM.

Hon. HOWELL COBB,
Secretary of the Treasury.

C.—No. 8.

TREASURY DEPARTMENT,
Comptroller's Office, August 17, 1857.

SIR: I have very respectfully to acknowledge the reference from the department, "for report," of the letter to you from the Hon. Wm. Cullom, Clerk of the House of Representatives, dated the 10th instant, wherein he calls your attention to the fact that in the settlement of his account for "indemnity under the act of March 3, 1857," he was not allowed for three certain sets of books purchased "under the resolution of the House of July 7, 1856." That resolution is as follows:

"*Resolved*, That the Clerk of the House of Representatives furnish and deliver to each of the members and delegates of the House of the present Congress, who have not already received the same, and pay for the same out of the contingent fund of the House, such numbers and editions of such books of a public character as were furnished to the new members and delegates in the last Congress, under the joint resolution of February 23, 1854, and the resolution of the House of Representatives of January 20, 1854: *Provided*, That they be furnished at prices not exceeding those for which they were heretofore supplied to such members and delegates."

Acting under and in pursuance of the requirements of this resolution, Mr. Cullom made large expenditures, as he alleged, which there was no appropriation to meet.

To obviate this difficulty, Congress, in the act of March 3, 1857, to supply vacancies, &c., appropriated a certain amount "to indemnify the Clerk for such sums as he may have expended for books under the resolution of the House of Representatives of July 7, 1856."

In the settlement of Mr. Cullom's account for expenditures as aforesaid, he was allowed and paid for twenty-one sets of books, which are all that he claims to have furnished and delivered to members and delegates, in accordance with what is held to be the requirements of said resolution, and for which he presented and filed the necessary receipts.

He also claimed payment for three sets which have never been delivered to any one, and which he says he still has on hand. This charge was disallowed by the First Auditor, whose decision in the

matter was confirmed by this office. The resolution of the House was to "furnish and deliver," and the subsequent appropriation was to indemnify the Clerk for such sums as he may have expended *under said resolution.*

Such sets as are now on hand can be properly used and paid for when the residue of the members entitled to books shall have designated the libraries in their respective districts to which the same can be transmitted.

The letter of Mr. Cullom is herewith returned.

Very respectfully, yours,

W. MEDILL, *Comptroller.*

Hon. HOWELL COBB,
Secretary of the Treasury.

C.—No. 9.

TREASURY DEPARTMENT,
Comptroller's Office, September 12, 1857.

SIR: I beg leave respectfully to make the following statement for your consideration, respecting the requisition, dated the 10th instant, of the Hon. William Cullom, Clerk of the House of Representatives, asking for an advance of $20,304 out of the appropriation contained in an act to supply deficiencies, approved March 3, 1857, on account of purchase of books under a clause of said act, which is in effect to enable the Clerk to obtain and forward to public libraries the books set forth in the law, as soon as those libraries have been designated by the members and delegates of the House who have not already received them. The Clerk has furnished a paper, designated as a "list of the books to be furnished to the new members under the act of March 3, 1857, and the prices at which they can be obtained," together with letters to him from seventy-two members of the 34th Congress designating the libraries where they desire the books to be forwarded, respectively; and also a list of the names and of the libraries designated by said seventy-two members compiled by him.

The net amount of all the works specified in the act is for one entire set, as per the list	$617 00	
From which deduct Gales & Seaton's Register of Debates, 29 parts, $145; Senate's Land Laws, 2 volumes, $10; Gales & Seaton's Annals, 42 volumes, $210; which it is stated have already been purchased, making an aggregate of	365 00	
And leaving a balance of		282 00
Which, multiplied by the number of members now represented		72
		564 00
		19,740 0
Makes the amount of the requisition		20,304 00

I may call your attention to the fact that an advance was made upon the requisition of the clerk, March 31, 1857, per warrant 8018, of.....	$32,850 00
Seventy-two members, as stated, have designated libraries, which, at $647 net for each set, without deductions, amount to.....	46,584 00
The amount required to make up deficiency of requisition of Mr. Cullom, by this statement, is therefore.....	13,734 00
The requisition calls for an advance of.....	20,304 00
And is consequently over estimated.....	6,570 00

I understand the Clerk is of the opinion that inasmuch as he purchased of Gales & Seaton 90 sets of three works at an aggregate of $365 for each set, which makes the said advance of $32,850, and that no deduction should be made from his present or subsequent requisitions for the residue of the works to be supplied; and that the remaining 18 sets of three works that will be left on hand, or the difference between 90 and 72, will hereafter be applied for that number of other members entitled, and who have not, as yet, designated the libraries to which they wish the whole number specified in the act to be forwarded.

A question has also arisen whether any advance that may be made shall be in connexion with, or under his official bond. It is urged that the bond should not be made to apply, on the ground that the service required is special, and therefore does not come within the scope of his duties as a disbursing officer. Touching the advance made 31st March last, I may mention that a voucher of Gales & Seaton for $32,850 was presented receipted in full, a copy of which is attached to warrant 8018; but under your letter of instructions of 13th June last, it is presumed the voucher cannot apply in the adjustment of the accounts of the Clerk, for advances under the appropriation, inasmuch as it is required that he should be allowed for such books only as he produces the evidence to show have been purchased and forwarded in conformity to the lists and statements made at the time the requisitions were allowed and paid. The voucher named, and other vouchers to be receipted to the Clerk might be required to be filed with his accounts in connexion with the receipts of librarians, &c., as substantive evidence of the purchases made. The requisition and list of books to be furnished, &c., are herewith enclosed.

Very respectfully, yours,

W. MEDILL, *Comptroller.*

Hon. HOWELL COBB,
Secretary of the Treasury.

[Copy of Comptroller's endorsement on the requisition.]

COMPTROLLER'S OFFICE,
September 12, 1857.

The requisition of Mr. Cullom, Clerk of the House of Representatives, together with the "list of books to be furnished members under

the act of March 3, 1857, and the prices at which they can be obtained," or submitted by him, and my letter of this morning to the Secretary of the Treasury on the subject, is returned. The list of members entitled to books and who have designated libraries with the names and locations of said libraries is retained in this office. In view of all the circumstances, and of the views of the Secretary in the premises, I respectfully advise the advance of the amount asked for in the requisition, viz: $20,304, for which he will be charged, but with the understanding that he is to embrace in the 72 sets estimated for the three sets of books which he has on hand and payment for which was refused as per report of First Auditor, No. 128,300, so far as the same are applicable to present purposes.

W. MEDILL, *Comptroller.*

Hon. HOWELL COBB,
Secretary of the Treasury.

C.—No. 10.

TREASURY DEPARTMENT,
Comptroller's Office, September 14, 1857.

SIR: I beg leave to advise you that the Secretary of the Treasury has directed the advance of the full amount requested in your requisition of the 10th instant of $20,304 on account of the purchase of certain books under the act of March 3, 1857. I have, for your special information, to extract from my reference to the Secretary of the requisition the following, it having been referred to this office for advice as usual, viz:

"COMPTROLLER'S OFFICE,
"*September* 12, 1857.

"The requisition of Mr. Cullom, Clerk House of Representatives, together with the list of books to be furnished members under the act of March 3, 1857, and the prices at which they can be obtained as submitted by him, is returned. The list of members entitled to books and who have designated libraries, with the names and location of said libraries, is retained in this office.

"In view of all the circumstances and of the views of the Secretary in the premises, I respectfully advise the advance of the amount asked for in the requisition, viz: $20,304, for which he will be charged, but with the understanding that he is to embrace in the 72 sets estimated for the three sets of books which he has on hand, and payment for which was refused as per report of First Auditor, No. 128,300, so far as the same are applicable to present purposes.

"W. MEDILL, *Comptroller.*

"Hon. HOWELL COBB,
"*Secretary of the Treasury.*"

The recommendation, so far as pertains to the three sets of books mentioned, was in accordance with the view of the Secretary, and is made applicable to that extent, as stated in the reference.

W. MEDILL, *Comptroller.*

Hon. WM. CULLOM,
Clerk of House of Representatives.

C.—No. 11.

TREASURY DEPARTMENT,
Comptroller's Office, November 4, 1857.

The requisition of William Cullom, Clerk of the House of Representatives, of the 2d instant, referred to this office on the 3d, "to report the propriety of making this advance," is herewith returned. The list of eighteen members, now represented, entitled to books, and who have designated libraries, is retained in this office.

Inasmuch as a previous requisition upon this account was advanced September 14, 1857, upon Treasury warrant No. 8827, in the sum of $20,304, in accordance with your views at the time, (and also in accordance with the terms of your letter of June 13, 1857, to me,) and which was charged to the Clerk under the second branch of the book appropriation, per section in act to supply deficiencies, approved March 3, 1857, I see no reason why the present advance asked for, of $5,076, shall not be made, and submit the same for your direction.

W. MEDILL,
Comptroller.

Hon. HOWELL COBB,
Secretary of the Treasury.

C.—No. 12.

OFFICE CLERK HOUSE OF REPRESENTATIVES, U. S.,
December 1, 1857.

SIR: Be pleased to cause a Treasury warrant to be issued in favor of myself for five thousand one hundred and seventy-six dollars, to be charged to the second clause of the following appropriation in "An act to supply deficiencies in the appropriations for the service of the fiscal year, ending June 30, 1857," to indemnify the Clerk for such sum as he may have expended for books, under a resolution of the House of Representatives of July 7, 1856, and to enable him under said resolution to furnish for each member and delegate of the House of Representatives, that have not heretofore received the same, the following enumerated books, viz: Gales & Seaton's Register of Debates, Congressional Globe and Appendix, Public Land Laws, Instructions and Opinions, Elliott's Debates, Diplomatic Correspondence, Opinions of the Attorneys General, in five volumes, Finance Reports, Gales & Seaton's Annals of Congress, John Adams' works, Jefferson's works, to be supplied from the numbers of said work now in charge of the librarian, Hickey's Constitution, and Mayo & Moulton's Pension and Bounty Land Laws."

The names of seven libraries, and letters of members designating

Taylor & Maury	$12,903 50
Joseph Shillington	5,078 00
	17,981 50

Recapitulation of all the purchases and receipts filed:

Gales & Seaton	$32,850 00
Taylor & Maury, and Joseph Shillington	17,981 50
Aggregate	50,831 50
Advances heretofore made, as aforesaid	58,230 00

I may call attention to the fact that it is supposed a Clerk for the House of Representatives will be elected this day.

W. MEDILL,
Comptroller.

HON. SECRETARY OF THE TREASURY.

C No. 13.

List of libraries, designated by members of the 34th Congress, to be furnished with certain books named in the act of March 3, 1857.

No.	Members' names.	Libraries designated.
1	Hon. James Bishop	Young Men's Library Association, New Brunswick, N. J.
2	Hon. J. W. Denver	Frank Denver's Library, Sacramento, Cal.
3	Hon. Abram Wakeman	Yorkville Library Association, Yorkville, N. Y.
4	Hon. Percy Walker	Mobile Franklin Society, Mobile, Ala.
5	Hon. George T. Hodges	Rutland Academy Library, Rutland, Vt.
6	Hon. J. L. D. Morrison	Washington County Library, Nashville, Ill.
7	Hon. John Sherman	Mansfield Library Association, Mansfield, Ohio.
8	Hon. J. S. T. Stranahan	Brooklyn Athenæum, Brooklyn, N. Y.
9	Hon. C. C. Chaffee	Springfield City Library. Springfield, Mass.
10	Hon. Nathaniel B. Durfee	Union Society, Tiverton, R. I.
11	Hon. Luther M. Kennett	Mercantile Library of the City of St. Louis, St. Louis, Mo.
12	Hon. James A. Stewart	Cambridge Library Association of Dorchester County, Cambridge, Md.
13	Hon. Warren Winslow	Cross Creek Lodge, No. 4, Fayetteville, N. C.
14	Hon. John M. Wood	Library of the Portland Advertiser, 64 Middle street, Portland, Me.
15	Hon. S. A. Purviance	Butler Literary Society, Butler, Butler county, Pa.
16	Hon. Hiram Warner	Library of the Superior Court of Meriwether county, at Greenville, Ga.
17	Hon. Richard Mott	Library of the Young Men's Association, Toledo, Ohio.
18	Hon. E. D. Cullen	Library of Georgetown, Georgetown, Delaware.
19	Hon. V. B. Horton	Ohio University, Athens, Athens county, Ohio.
20	Hon. James H. Campbell	Pottsville Scientific Association, Pottsville, Pa.

C No. 13—Continued.

No	Members' names.	Libraries designated.
21	Hon. Thomas Childs, jr...	Seamen's Friends' Society Library, New York city.
22	Hon. Henry Winter Davis.	Mercantile Library, Baltimore, Md.
23	Hon. H. S. Bennett	Yellowbusha Baptist Female Institute, Grenada, Miss.
24	Hon. Wm. A. Howard.....	Detroit Young Men's Society Library, Detroit, Mich.
25	Hon. D. P. Holloway.....	Workingmen's Library, Richmond, Ind.
26	Hon. Schuyler Colfax.....	McClure Workingmen's Library, South Bend, Ind.
27	Hon. Aaron H. Cragan....	Lebanon Town Library, Lebanon, N. H.
28	Hon. E. G. Reade	Masonic Classical Institute, Roxboro', Person county, N. C.
29	Hon. Thomas F. Bowie....	Upper Marlboro' Academy Library, Upper Marlboro', Md.
30	Hon. Edward Dodd.....	Argyle Academy, Argyle, Washington county, N. Y.
31	Hon. N. G. Foster	Mercer University, Penfield, Green county, Ga.
32	Hon. L. O. B. Branch.....	State Library, Raleigh, N. C.
33	Hon. J. P. Pearce.....	Dickinson Seminary, Williamsport, Pa.
34	Hon. C. L. Knapp	Middlesex Mechanics' Association, Lowell, Mass.
35	Hon. J. D. Clawson	Pilesgrove Library, Woodstown, N. J.
36	Hon. Philemon Bliss.....	Union Society Library of Oberlin College, Oberlin, Ohio.
37	Hon. C. K. Watson	Seneca Library Association, Tiffin, Ohio.
38	Hon. A. Burlingame.....	Mechanics' Apprentices' Library Association, Boston, Mass.
39	Hon. George R. Robbins...	Hamilton Library, Hamilton Square, Mercer county, N. J.
40	Hon. Samuel Galloway....	Columbus Athenæum, Columbus, Ohio.
41	Hon. H. W. Hoffman.....	American Library Association of Cumberland, Cumberland, Md.
42	Hon. Cadwalader C. Washburn.	Library of State Historical Society, Madison, Wis.
43	Hon. J. Morrison Harris...	Maryland Institute, Baltimore, Md.
44	Hon. B. F. Leiter.....	Citizens' Library, Canton, Ohio.
45	Hon. Samuel E. Bradshaw.	Richland Library, Quakertown, Bucks county, Pa.
46	Hon. J. H. Woodworth....	Chicago University, Chicago, Ill.
47	Hon. A. P. Granger	Franklin Institute, Syracuse, N. Y.
48	Hon. Henry Waldron.....	Hillsdale Library Association, Hillsdale, Mich.
49	Hon. John A. Bingham ...	Cadiz Library Association, Cadiz, Ohio.
50	Hon. J. M. Parker	People's College, Havana, N. Y.
51	Hon. W. S. Damrell	Readville Library, Mass.
52	Hon. F. E. Spinner	St. Lawrence Academy Library, Potsdam, St. Lawrence county, N. Y.
53	Hon. Lucian Barbour.....	Marion County Library, Indianapolis, Ind.
54	Hon. Sidney Dean.....	Putnam Library Association, Putnam, Conn.
55	Hon. R T. Paine	Franklin Literary Club, Edenton, N. C.
56	Hon. J. Thorington.....	Scott County Public Library, Davenport, Iowa.
57	Hon. W. H. Kelsey	Athenæum Library, Geneseo, Livingston county, N. Y.
58	Hon. T. R. Horton.....	Fultonville Young Men's Association, Fultonville, N. Y.
59	Hon. George W. Peck.....	Lansing Library, Lansing, Mich.
60	Hon. Justin L. Morril.....	Norwich University Library, Norwich, Vt.
61	Hon. T. C. Day.....	Young Men's Mercantile Library Association, Cincinnati, Ohio.
62	Hon. A. T. Moore.....	Our Club, Portsmouth, Ohio.
63	Hon. C. Billinghurst.....	Wayland University, Beaver Dam, Dodge county, Wis.
64	Hon. D. F. Robison	Roberson's Free Library, Chambersburg, Pa.
65	Hon. Jacob C. Davis.....	Hancock Library Association, Warsaw, Ill.
66	Hon. J. A. Quitman.....	Natchez Institute, Natchez, Miss.
67	Hon. Rufus H. King.....	Catskill Library, Catskill, N. Y.
68	Hon. David Barclay	Barclay Library, Brookville, Pa.
69	Hon. A. G. Talbot	Talbot Library, Columbia, Ky.
70	Hon. A. Hall	Keosauqua Library Association, Keosauqua, Iowa.
71	Hon. Killian Miller	Franklin Library Association, Hudson, N. Y.
72	Hon. Harry D. Scott.....	McClure's Workingmen's Institute, Terre Haute, Ind.

C No. 13—Continued.

No.	Members' names.	Libraries designated.
73	Hon. A. E. Roberts	Library of the Historical, Agricultural, and Mechanics' Institute of Lancaster, Lancaster, Pa.
74	Hon. Miles Taylor.....	Lyceum and Library Society Library, New Orleans, La.
75	Hon. Samuel S. Marshall..	McLeansboro' Library Association, McLeansboro', Ill.
76	Hon. Benjamin Clark.....	Cortlandt Library, Peekskill, New York.
77	Hon. W. L. Underwood ...	Underwood Library, Russelville, Ky.
78	Hon. Thomas P. Akers....	Shelby College, Waverly, Mo.
79	Hon. William A. Lake....	Madison College, Sharon, Miss.
80	Hon. Job R. Tyson	The Library Company of Philadelphia, Philadelphia, Pa.
81	Hon. Timothy Davis.....	Citizens' Library Association, Gloucester, Mass.
82	Hon John P. Campbell ...	Hopkinsville, Library Association, Hopkinsville, Ky.
83	Hon. M. R. W. Garnett....	William and Mary's College, Williamsburg, Va.
84	Hon. Mason W. Tappan...	New Hampshire State Library, Concord, N. H.
85	Hon. B. B. Chapman, (delegate.)	Dakota City Library, Dakota City, Neb. Ter.
86	Hon. John M. Sandidge ...	Bellview Library, Bossier parish, Louisiana.
87	Hon. John Kelly.....	Apprentices' Library, 472 Broadway, New York city.
88	Hon. Thomas G. Davidson.	Centenary College, Jackson, Miss.
89	Hon. A. Rust.....	Monticello Library, Eldorado, Ark.
90	Hon. J. B. Ricaud	Washington College, Chestertown, Md.
91	Will Cumback	Workingmen's Institute.
92	John Hickman	National Library and Reading-Room.
93	James Pike.	Sanbornton Bridge Library Association.
94	C. J. Albright	Gurnsey County Library and Reading-Room.
95	William W. Welch	Norfolk Library.
96	Lemuel Todd	Common School Library.
97	Jonas A. Hughston	Franklin Library.
98	J. Patton Anderson	Library of the Territory of Washington.

C No. 14.

Abstracts of purchase receipts on account of moneys paid to different parties by William Cullom, esq., as Clerk of the House of Representatives:

Taylor & Maury, September 22, 1857		$1,104 00
" " October 22, 1857		6,313 00
" " October 30, 1857		1,170 50
" " November 9, 1857		1,463 00
" " November 20, 1857		2,579 00
" " December 1, 1857		274 00
Joseph Shillington, September 19, 1857		1,850 00
" " November 6, 1857		795 00
" " December 2, 1857		2,433 00
Gales & Seaton, March 29, 1857		32,850 00
		50,831 50

House of Representatives of the United States bought of Taylor & Maury.

The following books for distribution to certain libraries designated by members of the 34th Congress, as per act of March 3, 1857:

3 sets Congessional Globe, 37 volumes, $185	$555 00
43 copies Mayo & Moulton's Pension Laws, at $3 50	150 50
1 set Adams' Works, 10 volumes	22 50
1 set Opinions Attorneys General, 5 volumes	15 00
30 sets Finance Reports, 7 volumes, at $24	720 00
	1,463 00

Washington, November 9, 1857.—Received payment in full from William Cullom, Clerk of the House of Representatives of the United States, November 9, 1857.

TAYLOR & MAURY.

House of Representatives of the United States bought of Taylor & Maury.

The following books, for distribution to certain libraries, under act of March 3, 1857:

7 sets Congressional Globe, 37 volumes, $185	$1,295 00
56 sets Adams' Works, 10 volumes, $22 50	1,260 00
1 set Finance Reports, 7 volumes	24 00
	2,579 00

Received, November 20, 1857, twenty-five hundred and seventy-nine dollars, in full of above.

TAYLOR & MAURY.

House of Representatives of the United States to Taylor & Maury, Dr.

The following books, for distribution to certain libraries, under the act of March 3, 1857:

1 set Congressional Globe, 37 volumes	$185 00
1 set Finance Reports, 7 volumes	24 00
1 set Opinions of Attorneys General, 5 volumes	15 00
2 sets Land Laws, 2 volumes	20 00
2 sets Diplomatic Correspondence, 7 volumes	30 00
	274 00

Washington, December 1, 1857.—Received payment of William Cullom, Clerk of the House of Representatives of the United States: two hundred and seventy-four dollars.

TAYLOR & MAURY.

Copy of paper enclosed with the above.

Washington, December 1, 1857.—Received of Taylor & Maury 1 set Congressional Globe, 37 volumes; 1 set Finance, 7 volumes; 1 set Opinions Attorneys General, 5 volumes; 1 set Senate Land Laws, 2 volumes.

F. EMMERICK.

December 1, 1857.—1 set, 2 volumes, Senate Land Laws; 2 sets Diplomatic Correspondence.

J. BAILEY.

House of Representatives of the United States to Joseph Shillington, Dr.

For 10 sets Congressional Globe and Appendix, 37 volumes to the set, making 370 volumes, at $5 per volume—under an act of Congress approved March 3, 1857, entitled "An act to supply deficiencies in the appropriations for the service of the fiscal year ending June 30, 1857".....	$1,850 00

September 19, 1857.—Received of William Cullom, Clerk of the House of Representatives of the United States, eighteen hundred and fifty dollars, in full of the above account.

J. SHILLINGTON.

House of Representatives of the United States to Joseph Shillington, Dr.

WASHINGTON, *November* 6, 1857.

For 3 sets Congressional Globe and Appendix, 37 volumes to the set, making 111, at $5 per volume.....	$555 00
For 12 sets Opinions of the Attorneys General, 5 volumes to the set, making 60 volumes, at $3 per volume.....	180 00
For 4 sets Diplomatic Correspondence, 7 volumes to the set, at $15 per set.....	60 00
	795 00

November 6, 1857.—Received of William Cullom, Clerk of the House of Representatives of the United States, *seven hundred and ninety-five dollars*, in full of the above account.

J. SHILLINGTON.

House of Representatives United States to J .Shillington, Dr.

To the following books delivered to William Cullom, Clerk of the House of Representatives of the United States, under act of Congress approved March 3, 1857, entitled "An act to supply deficiencies in the appropriations for the service of the fiscal ending June 30, 1857," viz:

14 sets John Adams' Works, $22 50 per set.....	$315 00
7 sets Congressional Globe and Appendix, 37 volumes to the set.....	1,295 00

7 sets Finance Reports, $24 per set	$168 00
3 sets Diplomatic Correspondence, 21 volumes	45 00
1 set Elliott's Debates, 5 volumes	15 00
3 sets Register of Debates, 87 volumes, $5 per volume	435 00
10 sets Opinions of Attorneys General, 50 volumes	150 00
1 set Senate Land Laws, 2 volumes	10 00
	2,433 00

December 2, 1857. Received from William Cullom, Clerk of the House of Representatives of the United States, twenty-four hundred and thirty-three dollars in full of above account.

J. SHILLINGTON.

Clerk's Office of the House of Representatives of the United States to Gales & Seaton, Dr.

90 sets Annals of Congress, 42 volumes, at $5 per volume,	$18,900 00
90 sets Register of Debates, 29 volumes, at $5 per volume,	13,050 00
90 sets Senate Land Laws, 2 volumes, at $5 per volume,	900 00
	32,850 00

Received payment.

GALES & SEATON.

WASHINGTON, *March* 29, 1857.

D No. 1.

TREASURY DEPARTMENT,
Comptroller's Office, July 10, 1857.

SIR: I return you herewith your* letter of the 9th instant, addressed to the Secretary of the Treasury, asking for twenty-five thousand eight hundred and eighty dollars and forty cents, on account of purchase of books. The account acompanying said letter has been referred to the First Auditor for appropriate action thereon.

Respectfuly yours,

W. MEDILL, *Comptroller.*

WM. CULLOM, Esq.,
Clerk of the House of Representatives.

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* Meaning requisition.

D No. 2.

House of Representatives of the United States to H. Tyler, Dr.

For the following books furnished by order of the Clerk of the House of Representatives of the United States, for the use of the members of the thirty-fourth Congress, under the resolution of the House of Representatives of July 7, 1856, viz:

24 sets,*	29 volumes each, Gales & Seaton's Register of Debates, at $145	$3,480	00
24 sets,*	37 volumes each, Congressional Globe and Appendix, at $185	4,440	00
24 sets,*	1 volume each, Contested Elections, at $5	120	00
24 sets,*	2 volumes each, Senate Land Laws, at $10	240	00
24 sets,*	5 volumes each, Elliott's Debates, at $16	384	00
24 sets,*	9 volumes each, American Archives, at $151 60	3,638	40
24 sets,*	7 volumes each, Diplomatic Correspondence, at $15	360	00
24 sets,*	21 volumes each, Gales & Seaton's American State Papers, at $235 50	5,652	00
24 sets,*	5 volumes each, Opinions of the Attorneys General, at $15	360	00
24 sets,*	7 volumes each, Finance Reports, at $24	576	00
24 sets,*	42 volumes each, Gales & Seaton's Annals of Congress, at $210	5,040	00
24 sets,*	10 volumes each, John Adams' Works, at $22 50	540	00
24 sets,*	7 volumes each, Alexander Hamilton's Works, at $14	336	00
24 sets,*	1 volume each, Hickey's Constitution, at $1	24	00
24 sets,*	2 volumes each, Mayo's Fiscal Department, at $5	120	00
24 sets,*	1 volume each, Mayo & Moulton's Pension and Bounty Land Laws, at $3 50	84	00
24 sets,*	9 volumes each, Jefferson's Works, at $20 25	486	00
		25,880	40
	* Deduct 3 sets not delivered to members, &c	3,235	05
	Net	22,645	35

NOTE.—The three sets deducted above, made to apply, so far as applicable, towards advance of $20,304, made per warrant dated September 14, 1857.—See letter of Comptroller to William Cullom, Clerk, September 14, 1857.

Washington, December —, 1856. Received of William Cullom, Clerk of the House of Representatives of the United States, twenty-five thousand eight hundred and eighty dollars and forty cents, in full of the within account.

H. TYLER.

I do hereby certify that the above account is just and correct, and that I purchased the books enumerated therein of H. Tyler, at the prices therein indicated, amounting to twenty-five thousand eight hundred and eighty dollars and forty cents, and paid for the same and delivered said books to certain members of Congress entitled to the same, as required by the resolution of the 7th of July, 1856, and that said books have been delivered to the following members, as appears from the following vouchers, to wit: (1) J. H. Jewett, (2) John Williams, (3) W. A. Gilbert, (4) E. Knowlton, (5) M. Trafton, (6) Guy R. Pelton, (7) M. A. Otero, (8) A. K. Marshall, (9) P. T. Herbert, (10) William Millward, (11) Jacob Broom, (12) D. S. Walbridge, (13) F. S. Edwards, (14) R. B. Hall, (15) Samuel Dickson, (16) Samuel F. Swope, (17) John Woodruff, (18) Ezra Clarke, (19) James Buffinton, (20) J. Knight, and (21) J. R. Emrie. The above account includes three complete sets of said books included in the above purchase, and now on hand not yet delivered.

WM. CULLOM,
Clerk of House of Representatives of the United States.
JULY 15, 1857.

D No. 3.

List of vouchers attached, being receipts of twenty-one members and delegates of the 34th Congress, for books delivered by Wm. Cullom, Clerk, under resolution of the House of Representatives of July 7, 1856, &c., contained in an act (first branch of) to supply deficiencies, &c., approved March 3, 1857, and in connexion with which and other evidence filed, payment was made or reimbursed to Mr. Cullom from the treasury, per report and statement of the First Auditor, No. 128,300, as revised by the Comptroller, in the sum of $22,645 35, as will be seen by copies of said report and statement.

Voucher 1.—Hon. J. H. Jewett.
Voucher 2.—Hon. John Williams.
Voucher 3.—Hon. W. A. Gilbert.
Voucher 4.—Hon. E. Knowlton.
Voucher 5.—Hon. M. Trafton.
Voucher 6.—Hon. Guy R. Pelton.
Voucher 7.—Hon. M. A. Otero.
Voucher 8.—Hon. A. K. Marshall.
Voucher 9.—Hon. P. T. Herbert.
Voucher 10.—Hon. Wm. Millward.
Voucher 11.—Hon. Jacob Broom,
Voucher 12.—Hon. D. S. Walbridge.
Voucher 13.—Hon. F. S. Edwards.
Voucher 14.—Hon. R. B. Hall.
Voucher 15.—Hon. Sam'l Dickson.
Voucher 16.—Hon. Sam'l F. Swope.
Voucher 17.—Hon. John Woodruff.
Voucher 18.—Hon. Ezra Clark, jr.

Voucher 19.—Hon. James Buffinton.
Voucher 20.—Hon. J. Knight.
Voucher 21.—Hon. J. R. Emrie.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the 34th Congress. A member of this Congress who was in a former Congress is entitled to such of the books on this list as he has not already received.

Gales & Seaton's Register of Debates, 29 parts.
Little & Brown's Revised Statutes and Index, 11 volumes.
Congressional Globe and Appendix, 37 volumes.
Contested Elections, 1 volume.
Senate Land Laws, 2 volumes.
Elliott's Debates, 5 volumes.
*American Archives, 9 volumes.
Diplomatic Correspondence, 7 volumes.
Gales & Seaton's American State Papers, 21 volumes.
Opinions of the Attorneys General, 5 volumes.
Finance Reports, 7 volumes.
†Gales & Seaton's Annals of Congress, 42 volumes.
John Adams' Works, 10 volumes.
Alexander Hamilton's Works, 7 volumes.
Hickey's United States Constitution, 1 volume.
Mayo's Fiscal Department, 2 volumes.
Mayo & Moulton's Pension and Bounty Land Laws, 1 volume.
Jefferson's Works, 9 volumes.

Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books under the resolution of the House of Representatives of July 7, 1856. Given under my hand this 19th day of July, 1856.

J. H. JEWETT.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the 34th Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

Gales & Seaton's Register of Debates, 29 parts.
Congressional Globe and Appendix, 37 volumes.
Contested Elections, 1 volume.
Senate Land Laws, 2 volumes.
Elliott's Debates, 5 volumes.

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* This work is not to exceed 20 volumes; 9 volumes are now published.
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Jefferson's Works, 9 volumes.

Received of Wm. Cullom, Clerk of the House of Representatives of the United States, the foregoing books in accordance with the provisions of the resolution passed July 7, 1856, directing the purchase and distribution, by the said clerk, of said books, to the new members and delegates of the 34th Congress.

JOHN WILLIAMS.

WASHINGTON, *July* 15, 1856.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books, under resolution of the House of Representatives of the 7th of July, 1856. Given under my hand at Washington, July 19, 1856.

W. A. GILBERT.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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Mayo & Moulton's Pension and Bounty Land Laws, 1 volume.
Jefferson's Works, 9 volumes.

Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books, under the resolution of the House of Representatives of the 7th July, 1856. Given under my hand this 28th day of July, 1856.

EBENEZER KNOWLTON.

List of books to which new members of the present (34th) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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Jefferson's Works, 9 volumes.

Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books, under the resolution of the 7th July, 1856. Given under my hand this 13th day of July, 1856.

M. TRAFTON.

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Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books, under the resolution of the House of Representatives of the 7th July, 1856. Given under my hand this 26th of July, 1856.

GUY R. PELTON.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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MIG'L A. OTERO.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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Received of William Cullom, Clerk of the House of Representatives of the 34th Congress of the United States, the above catalogue of books, under the resolution of July 7, 1856.

A. H. MARSHALL.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the 1st session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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* This work is not to exceed 20 vols.; 9 vols. are now published.

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Received of William Cullom, Clerk of the House of Representatives, the foregoing books, under the resolution of the House passed July 7, 1856.

Given under my hand this 10th day of August, 1856.

P. T. HERBERT.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the 1st session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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Mayo & Moulton's Pension and Bounty Land Laws, 1 vol.
Jeffersons's Works, 9 vols.

Received of William Cullom, Clerk of the House of Representatives, the foregoing books, under the resolution of the House passed July 7, 1856.

Given under my hand this 3d day of August, 1856.

WM. MILLWARD.

List of books to which the new members of the present (34th) Congress are entitled under the resolution of the 1st session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

Gales & Seaton's Register of Debates, 29 parts.
Congressional Globe and Appendix, 37 volumes.

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Contested Elections, 1 volume.
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Jefferson's Works, 9 volumes.

Received of William Cullom, Clerk of the House of Representatives of the United States, the foregoing books in accordance with the provisions of the resolution passed July 7, 1856, directing the purchase and distribution by the said Clerk of said books to the new members and delegates of the 34th Congress.

JACOB BROOM.

WASHINGTON, *July* 19, 1856.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the 1st session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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Mayo & Moulton's Pension and Bounty Land Laws, 1 volume.
Jefferson's Works, 9 volumes.

Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books under resolution of the House of Representatives of July 7, 1856.
Given under my hand this 21st day of July, 1856.

D. S. WALBRIDGE.

List of books to which the new members of the present (34th) Congress are entitled, under the joint resolution of the 1st session of the 34th Congress. A member of this Congress, who was in a former Congress, is entitled to such of the books on the list as he has not already received.

Gales & Seaton's Register of Debates, 29 parts.
Little & Brown's Revised Statutes and Index, 11 volumes.
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Jefferson's Works, 9 volumes.

Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books, under the resolution of the House of Representatives, of the 7th of July, 1856. Given under my hand this 16th July, 1856.

F. S. EDWARDS.

List of books to which the new members of the present (34th) Congress are entitled, under the joint resolution of the 1st session of the 34th Congress. A member of this Congress who was in a former Congress, is entitled to such of the books on the list as he has not already received.

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Little & Brown's Revised Statutes and Index, 11 volumes.

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Jefferson's Works, 9 volumes.

Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books, under the resolution of the House of Representatives, of the 7th of July, 1856. Given under my hand this 23d day of July, 1856.

R. B. HALL.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books under resolution of the 7th of July, 1856.

Given under my hand at Washington, D. C., August 7th, 1856.

SAMUEL DICKSON.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress who was in a former Congress, is entitled to such of the books on the list as he has not already received.

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Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books under the resolution of the House of Representatives of the 7th of July, 1856. Witness my hand this 26th day of July, 1856.

SAMUEL F. SWOOPE.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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Mayo & Moulton's Pension and Bounty Land Laws, 1 volume.
Jefferson's Works, 9 volumes.

Received of William Cullom, Clerk of the House of Reprentatives of the United States, the above catalogue of books, under the resolution of the House of Representatives of the 7th of July, 1856; given under my hand, this 21st day of July, 1856.

JOHN WOODRUFF.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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Jefferson's Works, 9 volumes.

Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books under the resolution of the House of Representatives of the 7th of July, 1856; given under my hand this 12th day of July, 1856.

EZRA CLARK, JR.

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*This work is not to exceed 20 vols. 9 vols. are now published.
†26 vols. of Annals of Congress and 8 vols. of Adams' Works are now published. The remaining volumes to complete the number as above stated, are in course of publication and delivery.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books under the resolution of the House of Representatives of the 7th of July, 1856; given under my hand, this 22d day of July, 1856.

JAMES BUFFINTON.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received:

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Mayo & Moulton's Pension and Bounty Land Laws, 1 volume.
Jefferson's Works, 9 volumes.

Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books under the resolution of the House of Representatives of the 7th July, 1856; given under my hand this 18th day of July, 1856.

J. KNIGHT.

List of books to which the new members of the present (34th) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress who was in a former Congress is entitled to such of the books on the list as he has not already received.

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Mayo & Moulton's Pension and Bounty Land Laws, 1 volume.
Jefferson's Works, 9 volumes.

Received of William Cullom, Clerk of the House of Representatives of the United States, the above catalogue of books under resolution of the 7th of July, 1856. Given under my hand, this the 19th day of July, 1856.

J. R. EMRIE.

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*26 volumes of Annals of Congress, and 8 volumes of Adams' Works are now published. The remaining volumes to complete the number as above stated, are in course of publication and delivery.

†This work is not to exceed 20 volumes; 9 volumes are now published.

(D No. 4.) *Wm. Cullom, Clerk of the House of Representatives of the United States. To indemnify the Clerk for such sums as he may have expended for books, under resolution of the House of Representatives of July 7, 1856, per act (deficiency bill) March 3, 1857.*

DR. *In account with the United States.* CR.

To balance due him, per Report No. ——		By balance due to him, per report No.——	
To warrant on the treasurer		By amount of his disbursements per voucher herewith paid H. Tyler, dated December, 1856	$25,880 40
		Less for three sets each of the following works not yet received:	
		Gales & Seaton's Register of Debates, at $145	$435 00
		Congressional Globe and Appendix, at $185	555 00
		Contested Elections, at $5	15 00
		Senate Land Laws, at $10	30 00
		Elliott's Debates, at $16	48 00
		American Archives, at $151 60	454 80
		Diplomatic Correspondence, at $15	45 00
		Gales & Seaton's American State Papers, $235 50	706 50
		Opinions of the Attorneys General, at $15	45 00
		Finance Reports, at $24	72 00
		Gales & Seaton's Annals of Congress, at $210	630 00
		John Adams' Works, at $22 50	67 50
		Alexander Hamilton's Works, at $14	42 00
		Hickey's Constitution, at $1	3 00
		Mayo's Fiscal Department, at $5	15 00
		Mayo & Moulton's Pension and Bounty Land Laws, at $3 50	10 50
		Jefferson's Works, at $20 25	60 75
			3,235 05
			22,645 35

NOTE.—The three sets deducted made to apply, so far as applicable, towards advance of $20,304, made per treasury warrant dated September 14, 1857.—(See letter of Comptroller to Wm. Cullom, Clerk, of September, 14, 1857.)

TREASURY DEPARTMENT, *Comptroller's Office, August* 8, 1857. E. M. WHITTLESEY.

TREASURY DEPARTMENT, *First Auditor's Office, August* 5, 1857.

Examined and stated by, ALEX. HALL.

D No. 6.

No. 128,300.] TREASURY DEPARTMENT,
First Auditor's Office, August 6, 1857.

I hereby certify that I have examined and adjusted an account between the United States and William Cullom, Clerk of the House of Representatives, and find that the sum of twenty-two thousand, six hundred and forty-five dollars and thirty-five cents is due from the United States to him for books furnished to certain members of the thirty-fourth Congress, under resolution of the House of Representatives of July 7, 1856, which sum is payable out of the appropriation "to indemnify the Clerk for such sums as he may have expended for books, under resolution of the House of Representatives of July 7, 1856," &c., contained in an act to supply deficiencies, &c., approved March 3, 1857, as appears from the statement and vouchers herewith transmitted for the decision of the Comptroller of the Treasury thereon.

T. L. SMITH,
First Auditor.

$22,645 35.
To the FIRST COMPTROLLER OF THE TREASURY.

COMPTROLLER'S OFFICE.

I admit and certify the above account this 8th day of August, 1857.

W. MEDILL,
Comptroller.

Draft on Treasury.
To the REGISTER OF THE TREASURY.

D No. 6.

List of books to which the new members of the present (thirty-fourth) Congress are entitled under the joint resolution of the first session of the thirty-fourth Congress. A member of this Congress, who was in a former Congress, is entitled to such of the books on the list as he has not already received.

Gales & Seaton's Register of Debates, 29 parts.
Congressional Globe and Appendix, 37 vols.
Contested Elections, 1 vol.
Senate Land Laws, 2 vols.
Elliott's Debates, 5 vols.
*American Archives, 9 vols.
Diplomatic Correspondence, 7 vols.
Gales & Seaton's American State Papers, 21 vols.
Opinions of the Attorneys General, 5 vols.
Finance Reports, 7 vols.

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* This work is not to exceed 20 volumes; 9 volumes are now published.

*Gales & Seaton's Annals of Congress, 42 vols.
John Adams' Works, 10 vols., only eight furnished me.
Alexander Hamilton's Works, 7 vols.
Mayo's Fiscal Department, 2 vols.
Mayo & Moulton's Pension and Bounty Land Laws, 1 vol., 8 copies.
Jefferson Works, 9 vols.

WASHINGTON, *July* 12, 1856.

Received from Wm. Cullom, Clerk, the above books.

W. H. SNEED, *M. C.*

NOTE.—(Copy of endorsement on the back.) The Report No. 129,424, for books delivered to Hon. Wm. H. Sneed, was reported upon in favor of Mr. Cullom but not passed by the Comptroller, for the reason that as he was out of office it would be incumbent to hold it, $1,101 75, until his accounts as Clerk of the House should be closed, &c.

By direction

E. M. WHITTLESEY, *Clerk.*

COMPTROLLER'S OFFICE, *December* 6, 1857.

House of Representatives United States, to William Cullom, Dr.

For the following books furnished to Hon. W. H. Sneed under the resolution of the House of Representatives of July 7, 1856.

One set of Gales & Seaton's Register of Debates, 29 vols...	$145 00
One set of Congressional Globe and Appendix, 37 vols....	185 00
One set of Senate Land Laws, 2 volumes.....	10 00
One set of Elliott's Debates, 5 volumes.....	16 00
One set of American Archives, 9 volumes.....	151 50
One set of Diplomatic Correspondence, 7 volumes.....	15 00
One set of American State Papers, 21 volumes.....	235 50
One set of Opinions of Attorneys General, 5 volumes.....	15 00
One set of Finance Reports, 7 volumes.....	24 00
One set of Annals of Congress, 42 volumes.....	210 00
One set of John Adams' Works, 10 volumes.....	22 50
One set of Alexander Hamilton's works, 7 volumes..	14 00
One set of Mayo's Fiscal Department, 2 volumes..	5 00
One set of Jefferson's Works, 9 volumes.....	20 25
One copy of Contested Elections, 1 volume.....	5 00
Eight copies of Mayo and Moulton's Pension and Bounty Land Laws, at $3 50 per volume..... ...	28 00
	1,101 75

Received of William Cullom, Clerk of the House of Representatives United States, eleven hundred and one dollars and seventy-five cents in full of the above account.

$1,101 75.

WILLIAM CULLOM.

° 26 volumes of the Annals of Congress and 8 volumes of Adams' Works are now published. The remaining volumes to complete the number, as above stated, are in course of publication and delivery.

OFFICE HOUSE OF REPRESENTATIVES UNITED STATES,
December 4, 1857.

I certify that the foregoing books were purchased and delivered to Hon. W. H. Sneed at the time of the date of the accompanying receipt, under the authority of the resolution of the House of July 7, 1856, and were not included in the account heretofore rendered because the accompanying receipt had been mislaid and was not found until after the rendition of the former account, and that the prices are the same as heretofore paid by the House of Representatives.

WM. CULLOM,
Clerk of House Representatives United States.

TREASURY DEPARTMENT,
First Auditor's Office, December 5, 1857.
ALEX. HALL.

Copy of report of Auditor, not certified by Comptroller. See note appended to list of books appended.

No. 129,424.

TREASURY DEPARTMENT,
First Auditor's Office, December 5, 1857.

I hereby certify that I have examined and adjusted an account between the United States and William Cullom, Clerk of the House of Representatives, and find that the sum of one thousand one hundred and one $\frac{75}{100}$ dollars is due from the United States to him for books furnished to Hon. W. H. Sneed, a member of the 34th Congress, under resolution of the House of Representatives of July 7, 1856, which sum is payable out of the appropriation "to indemnify the Clerk for such sums as he may have expended for books under resolution of the House of Representatives of July 7, 1856," contained in the act to supply deficiencies, approved March 3, 1857, as appears from the statement and vouchers herewith transmitted for the decision of the Comptroller of the Treasury thereon.

T. L. SMITH,
First Auditor.

To the FIRST COMPTROLLER OF THE TREASURY.

D No. 7.

MONDAY MORNING, *July* 13, 1857.

SIR: Be pleased to file this paper as a *caveat* against any precipitate action in your office upon the account rendered by William Cullom, Clerk of the House of Representatives, which I denounce to be a fraudulent account, for books alleged to have been purchased by

ı from Hugh Tyler, his *agent* and *accomplice*, and endorsed with a ɛipt of said Tyler for an amount exceeding $25,000, as having n paid to him by said Cullom in December, 1856, as if in part of),000, alleged by said Cullom to have been expended in the purɯse of books under the House resolution of July 7, 1856, for which appropriation has been made, it being my purpose to prove that ɛ said *account* is a fraudulent attempt to draw money from the easury of the United States under false pretences, and to the inɯt of obtaining permission to make such proof, I shall present a per to the Secretary of the Treasury, with a list of witnesses by ıom the facts establishing these charges can be proved, together ıth sundry other charges that may be adverted to touching the ficial acts of said Cullom as a disbursing officer of the government, *l of whose accounts* have to be *adjusted*, and their accuracy certified r the accounting officers of the treasury, which necessarily calls for ı investigation where any reasonable ground of doubt is raised ɡainst an account.

The following is the list of witnesses that will be laid before the ɔcretary of the Treasury, viz: Robert Mayo, W. W. Seaton, Wilam Moore, Mr. Deeble, Mr. Coyle, N. Sergent, —— Allen, —— ee, Taylor & Maury, Robert Farnham, Joseph Gales, W. H. & . H. Morrison, John Tretler, and Hugh Tyler.

For the information of the Comptroller, I send you this caveat ırough his office, where a copy may be retained if he thinks proper.

Respectfully, your obedient servant,

R. MAYO.

Hon. THOMAS L. SMITH,
First Auditor of the Treasury.

D No. 8.

TREASURY DEPARTMENT,
First Auditor's Office July 14, 1857.

SIR: I acknowledge the receipt of your letter of the 10th instant, ıclosing certain papers, viz: An opinion of the Secretary of the reasury in reference to the fourth paragraph under the head of appro-riations "for contingent expenses of the House of Representatives," ɔntained in "An act to supply deficiencies," &c, approved March , 1857; a copy of your letter of the 7th instant, addressed to the lerk of the House of Representatives, and an account of Hugh Tyler ɔr certain books furnished under the authority of the paragraph of he act of Congress above referred to, with his receipt to William ullom, Clerk of the House of Representatives, for twenty-five housand eight hundred and eighty dollars and forty cents, purorting to be the cost of said books. These papers are referred by ou to this office for its "appropriate action."

Under the head of appropriations "for contingent expenses of the louse of Representatives," contained in "An act to supply deciencies in the appropriations for the service of the fiscal year

ending June 30, 1857," approved March 3, 1857, provision is made "for the contingent expenses of the House of Representatives." The fourth clause under this head says: "To indemnify the Clerk for such sums as he may have expended for books under the resolution of the House of Representatives of July 7, 1856, and to enable him under said resolution," &c., &c. This specifies the object for which the appropriation was made and the fund to meet it.

The 102d rule of the House of Representatives says, "It shall be the duty of the Committee of Accounts to superintend and control the expenditures of the contingent fund of the House of Representatives; also to audit and settle all accounts which may be charged thereon," &c. These are important points in guiding the accounting officers of the treasury in the settlement of accounts of the Clerk of the House of Representatives connected with the disbursements of the contingent fund of said House, and bear directly upon the account of Mr. Tyler, submitted in your letter to me of the 10th instant.

The account of Mr. Tyler is not presented by the Clerk of the House of Representatives as a voucher in connexion with any account filed in this office for settlement, and if it were, it would not be competent in me to recognise it as an appropriate voucher in its present imperfect shape—as it is for an expenditure out of the contingent fund of the House of Representatives. All expenditures out of this fund are by a rule of the House, (previously referred to,) placed under the superintendence and control of the Committee of Accounts of the House; and all accounts which may be charged thereon are required to be audited and settled by said committee, and, under the practice of the committee, bear the approval of its chairman. The action, therefore, of this committee in these respects, in fulfilment of their duty, is necessary, and should be furnished before this account can be considered as submitted to the accounting officers for settlement.

The rule and practice of this office is to require the approval of the Committee of Accounts of the House to all accounts paid out of the contingent fund of the House.

This voucher is not presented to the office in connexion with a requisition for an advance of money from the treasury, as an exhibit of moneys expended during the recess of Congress, in conformity with practice in such cases; and cannot, therefore, be entertained in that light. For these reasons I can take no other action, and most respectfully return the account of Mr. Tyler, to you.

With great respect, your obedient servant,

T. L. SMITH.

Hon. W. MEDILL,
First Comptroller, Treasury.

D No. 9.

TREASURY DEPARTMENT,
Comptroller's Office, July 16, 1857.

SIR: The account of Hon. Wm Cullom, for books furnished certain members of Congress under the resolution of July 7, 1856, with your

ter suggesting that the Committee on Accounts of the House of presentatives should first be required to pass on the same, was re-rred by this office to the Secretary of the Treasury for his determin-ion and direction on that subject.

Understanding that the Secretary will communicate with you irectly on the subject, I herewith return the account.

I am very respectfully, your obedient servant,

W. MEDILL.

Hon. T. L. SMITH,
First Auditor, &c.

D No. 10.

TREASURY DEPARTMENT,
July 16, 1857.

SIR: The section of the act approved March 3, 1857, in the act to upply deficiencies in the appropriations for the service of the fiscal ear, ending 30th June, 1857, to indemnify the Clerk of the House of Representatives for such sums as he may have expended for books nder the resolution of the House of July 7, 1856, and for other pur-oses, does not add to the contingent fund of the House the amount herein appropriated. It is a special appropriation for a specific pur-pose, and in my opinion the accounting officers of the treasury are authorized to settle the accounts of the Clerk of the House, under that provision without the previous action of the Committee of Accounts, upon his presenting satisfactory evidence of the justness and correct-ness of the expenditure in compliance with my directions to the First Comptroller under date of the 13th of June last, a copy of which was sent you on the 3d July.

Very respectfully your obedient servant,

HOWELL COBB,
Secretary of the Treasury.

T. L. SMITH, Esq., *First Auditor.*

D No. 11.

TREASURY DEPARTMENT,
First Auditor's Office, July 16, 1857.

SIR: On the 13th instant I received, through the First Comptroller of the Treasury, a paper signed by you, which paper it is asked may be filed in this office "as a caveat against any precipitate action in your (my) office upon the account rendered by William Cullom, clerk of the House of Representatives, which I (you) denounce to be a fraudulent account, for books alleged to have been purchased by him from Hugh Tyler, his agent or accomplice, and endorsed with a receipt of said Tyler for an amount exceeding $25,000, as having been paid to him by said Cullom in December, 1856, as if in part of $50,000 alleged by said Cullom to have been expended in the purchase of

books under House resolution of July 7, 1856, for which no appropriation has been made, it being my (your) purpose to prove that the said account is a fraudulent attempt to draw money from the treasury of the United States under false pretences."

I request you to furnish me, with the least practicable delay, the testimony in writing, properly attested by the oaths or affirmations of the parties making it, by which you expect to prove the charges made, confining the testimony exclusively to the account described in the extract herein given from your letter of the 13th instant.

Respectfully,

T. L. SMITH.

R. MAYO, Esq.

D No. 12.

Affidavit of Robert Mayo on the fraudulent character of the account presented by the Clerk of the House of Representatives, William Cullom, to the Comptroller of the Treasury, and referred by him to the First Auditor for settlement, purporting to be a list of 24 sets of different books alleged to have been purchased by Hugh Tyler by order of said William Cullom, Clerk of said House of Representatives, for the use of members of the 34th Congress, or in words to that effect.

I, Robert Mayo, have seen the said account in the Comptroller's office, under circumstances explained to the Secretary of the Treasury in my memorial to him a few days ago, and have also seen it in the First Auditor's office, and took a pencil memorandum of it, and to my great surprise I find 24 copies of each of my books, viz: the "Fiscal Department" and the "Pension Bounty Land Laws," alleged to have been purchased, the former at $5 per copy and the latter at $3 50 per copy. These are obviously fraudulent statements. First. Because the "Fiscal Department" was out of print, and could not have been purchased, the last of the edition having been purchased for the use of the 33d Congress and by the Treasury Department. Second. Because the Pension Laws have not been in the hands of any one but my publishers, Lucas Brothers, of Baltimore, who have notified the Clerk of the House, by letter, that they were ready to deliver the new stereotype edition of these books to his order whenever he would be pleased to give it, and which I have repeatedly urged the Clerk to do without obtaining any satisfaction, neither myself nor Lucas Brothers, as I learn from them, having ever received any orders for or supplied the Clerk or Mr. Tyler with any portion of those books. If, however, any of those books have been purchased otherwise by Mr. Tyler or the clerk, such purchase must necessarily involve a complication of frauds, being necessarily a portion of the same books that have been sold to the predecessor of Mr. Cullom for the supply of the 33d Congress, and were not subject to be sold again to the next Congress

instead of being distributed; and if such fraud as that has been committed, said books must have been bought at reduced prices, in order to charge the government with the full prices and retain the difference as a spoil of his official opportunities in defrauding me of my right as proprietor of the publications intended by law to have the benefit of supplying the products of my own labor, and never could have been contemplated by Congress, in ordering the supply of books for distribution, that they should or could be diverted from that object, and be retained and sold over and over, to give the Clerk the sole benefit of a fraud on the treasury, without the publishers or people of the congressional districts receiving any benefit from the intended munificent appropriation for the dissemination of political information.

This affidavit is made in haste, and is here closed for the present for want of time to complete it to-day; and I now protest against the account being passed upon before I have a further opportunity to present a supplementary affidavit on to-morrow, when Mr. Seaton, Mr. Rives, Mr. Farnham, and other publishers interested, may have it in their power to know of the impatience of the department to pass on the account.

ROBERT MAYO.

Affirmed to before me, this 16th day of July, 1857.

CHAS. P. WANNALL.

D No. 13.

JULY 17, 1857.

Affidavit of Robert Mayo, supplementary to his affidavit yesterday, thereby promised for to-day, on the fraudulent character of the account presented by William Cullom to the Comptroller of the Treasury, and referred by him to the First Auditor for settlement—purporting to be a list of twenty-four sets of different books alleged to have been purchased by Hugh Tyler, by order of said Cullom, Clerk of the House of Representatives, for members of the 34th Congress, or in words to that effect.

I, the undersigned, Robert Mayo, having been continually making efforts, at reasonable intervals, to obtain an order from said Cullom for my books, provided for by the book appropriation in the deficiency bill of March last, necessarily became acquainted with like efforts made by other publishers to procure orders from the Clerk to supply their books provided for by the same appropriation; and the like efforts had been made by myself shortly after the passage of the House resolution of July 7, 1856, in *anticipation* of an appropriation for their purchase, inasmuch as that course had been practiced by his predecessor, Colonel Forney, as evidence of which I referred to Colonel Forney's letter to me dated two or three days after the passage of the resolution of the 24th June, 1844, respecting the delivery of my books embraced in that and the joint resolution of the 24th February, 1854, stating, however, that the books could not be paid for until the appro-

priation should be made; and I desired to have a similar order for my books under the resolution of 7th July, 1856, with the like reservation in regard to payment for them until the appropriation should be made. This was declined by Mr. Ingram, and peremptorily refused by Mr. Cullom, on the ground that "there was no appropriation," and that "he would not *commit* himself to any purchases before an appropriation should be actually made" Yet he alleges having made purchases *paid* for in the amount of $50,000 *before* any appropriation was made, as a reason why a provision should be made to indemnify him in that amount, though he certainly had made no purchases of the publishers at all, but refused to recognize them because there had been *no appropriation*. After the appropriation was made, in March, 1857, including an indemnity for the Clerk's alleged $50,000 out by the aforesaid irregular purchases, I renewed my efforts to obtain an order for my books; and a few days before that, in the certain expectation that the appropriation would be made, then having passed the House of Representatives, Messrs. Lucas Brothers, my publishers, addressed the Clerk, Mr. Cullom, a letter, with a copy of my book, stating their readiness to deliver the books, on his order, as soon as the appropriation shall be made, and sent me a copy of their said letter, of which I apprized Mr. Ingram, who told me he had nothing to do with the ordering of the books, but "that Mr. Cullom had taken the whole of that matter in his own hands." On mentioning the subject to Mr. Cullom, he treated it with great disrespect, stating he "had not spent a thought about books;" he "did not know he should want any;" he "was fighting against fire to settle his accounts, and had no time to attend to books," &c. I withdrew, of course, intending to call again, as that interview settled nothing. In pursuing these efforts to obtain the proper order for my books, I encountered every discouragement, as did other publishers seeking orders for their quota of the books provided for by the appropriation, and in the end could not fail to become acquainted with the obvious design of Mr. Cullom to defraud the publishers of their *right* under a proper construction of the various resolutions for the supply of the books by the publishers. (A copy of those resolutions is herewith.)

I also, with other publishers, in the course of these efforts to obtain our right to supply our respective quotas of books, became acquainted with various other official malfeasances of Mr. Cullom in the performance of his duties as disbursing agent of the House of Representatives, *all* going to *demonstrate* and *establish* the *fact* of a predetermination and settled purpose on his part, from the time he came into the office of Clerk of the House, to amass and desecrate to his own use a very large amount of the public money passing and likely to pass through his hands, as well as by peculations and exactions on contractors for various jobs of binding and miscellaneous supplies. And at last, when it unexpectedly became known to me, within a few days past, that William Cullom had presented an account for books alleged to have been "*furnished*" by Hugh Tyler, who is *not* a "bookseller," and even if he were a bookseller could have had no opportunities to procure those books except from the publishers, of whom he did *not* procure them, and as it was impossi-

ble he could have procured a very great proportion of them from any source, as they were out of print, unless they have been fraudulently withheld from distribution to congressional districts on former occasions, for the purpose of being fraudulently sold again and again, without being sent to their destination contemplated by the periodical appropriations for books, *I denounced it.*

Another fact that speaks strongly to denounce the fraudulent character and extent of this transaction on the part of said Cullom is, that he omitted to claim the other portion of the fifty thousand dollars indemnity appropriated to reimburse his alleged expenditure in the purchase of those books before any appropriation had been made to authorize it; which reimbursement he might have claimed at the same time, under this gratuitous appropriation, assuming his alleged outlay to be true; but his not claiming the complement of the $50,000 is a clear acknowledgment that he had not actually made the outlay he alleged to the Committee of Ways and Means in order to obtain the appropriation; or even to allege (if, indeed, such was his intention) that he *intended*, or *intends*, to present another account for the balance, as having been paid to some other person for other books, would but increase the obvious *want of integrity* in the *entire aspect of the subject*, which would make it necessary for him to verify his statement to the committee before he could properly receive any portion of the indemnity based on its supposed truth. And it is my firm belief that all these recitals commend their consideration to the accounting officers of the treasury, as throwing essential light on the fraudulent character of the said account, which has been so artfully concocted and brought forward as almost to elude ordinary scrutiny, under the courtesy of taking upon trust, or with many grains of allowance, an account wearing the imposing grasp of authority.

ROBERT MAYO.

Affirmed to before me, this 17th day of July, 1857.

CHARLES P. WANNALL,
Justice of the Peace.

D No. 14.

OFFICE OF HOUSE OF REPRESENTATIVES OF U. S.,
July 21, 1857.

SIR: I have learned unofficially that some proceeding, in the form of a caveat, was filed, some eight days since, with the First Auditor, by one Robert Mayo, his object being to prevent the settlement of my account for indemnity under the act of March 3, 1857, by the allegation of fraud on my part touching said account, and proposing to verify said grave charge by the evidence of certain witnesses therein designated.

Now, inasmuch as all of said witnesses were and are, as I am informed, in this city, I respectfully ask whether it is consistent with

justice and my long-delayed legal rights that I shall be required to rest under said imputation indefinitely, at the instance of one whose malicious intent, in the absence of proof, is so obvious. I will not allow myself to suppose that any one intrusted with the administration of this delicate trust would favor a procedure so unholy. I have hitherto refrained from pressing a decision of the matter, to give the fullest time necessary for the production of said proof, if attainable by the party preferring the charges. If the same has not been ordered, may I not ask that said Auditor be instructed to audit and settle said account?

I am, very respectfully, your obedient servant,

WM. CULLOM.

Hon. HOWELL COBB,
Secretary of the Treasury.

D No. 15.

TREASURY DEPARTMENT,
First Auditor's Office, July 21, 1857.

SIR: On the 16th instant I addressed you a letter, in which I requested you to furnish me, with the least practicable delay, the testimony in writing, properly attested by the oaths or affirmations of the parties making it, by which you expect to prove the charges made, confining the testimony exclusively to the amount described in the extract given in your letter of the 13th instant.

I have been waiting for your compliance with the demand I made upon you, and, although the parties from whom you expected to derive the testimony are residents of this city, as you have named them in your affidavit, you have yet made no reply to my letter.

If, by Thursday next, you fail to furnish this office with the testimony, in the form prescribed by my letter to you of the 16th instant, I shall deem it to be my duty to take up and audit the amount of Mr. Cullom, Clerk of the House of Representatives, upon such evidence as may be before the office at the time.

Respectfully,

T. L. SMITH.

R. MAYO, Esq., *Washington.*

D No. 16.

WASHINGTON, *July* 21, 1857.

SIR: I tender you herewith an extract from a written statement by Mr. Rives that you may consider whether, under the 12th section of the act of the 3d March, 1817, for the prompt settlement of public accounts, it be not necessary and proper, for the due examination of William Cullom's account against the United States, to call on Mr.

Rives for his testimony, under oath, relating to said account. Also to summon W. W. Seaton, Robert Farnham, Hudson Taylor, William W. Moore and Mr. Deeble, of the Intelligencer office, and Mr. Blanchard, at Mr. Farnham's bookstore, to give their testimony, under oath, on the same account; and also to cite William Cullom and Hugh Tyler, to give them an opportunity of cross-examination of witnesses and to answer such questions as may be propounded to them. The adoption of this course would expedite the examination and report of this account, as my business and the dispersed residences of these parties render it extremely difficult for me to see them on a first call; and then they are likely to request a summons from the Auditor, as Mr. Seaton and Mr. Rives have done—desiring it more in form than to volunteer at my instance.

I find some errors in the copies you have sent me, which I will point out hereafter.

Very respectfully, your obedient servant,

R. MAYO.

Hon. THOMAS L. SMITH,
First Auditor.

Extract copied for the information of the Auditor from a statement of John C. Rives, esq., in answer to a letter from R. Mayo, requesting his affidavit in relation to William Cullom's account, mentioned therein, against the United States.

"I printed three of the works charged on Mr. Cullom's account, namely, the Congressional Globe and Appendix, the Financial Reports, and the Diplomatic Correspondence from 1776 to 1789. I have not sold, either to Mr. Cullom or to Mr. Tyler, a single copy of either of those works, and I believe—I may say I am sure—that they could not have purchased as many as 24 copies of them anywhere else. The first edition of the Diplomatic Correspondence was made and was printed, part of it, 27 years ago. Congress distributed it to the members as copies could be found, and there is now due to former members of the House of Representatives more than 200 copies—183 copies of it from 1783 to 1787, according to the Clerk's books, and how many from 1776 to 1783 I do not know—and many members have applied to Mr. Cullom, but in vain, to supply them, although their names are on the books of the Clerk's office as being entitled to them. The State Department needed the Diplomatic Correspondence last year, to send to its agents abroad, and employed me to print it. I knew of but one perfect copy anywhere, and it belonged to the widow of the late Senator Fulton, and she had sent it to me to sell to Congress, and I did not like to cut it up to print from, and the State Department let me have one of its file copies to cut up and print from.

"I believe, from what I know and from what I have heard, that neither Mr. Cullom nor Mr. Tyler had purchased a single copy of either of the books charged on Mr. Cullom's account before the ad-

journment of the last Congress, and I have not heard of any having been bought since, except 90 copies of Gales & Seaton's Debates, sold by them to Mr. Tyler at the request or suggestion of Mr. Cullom, out of the proceeds of which they paid back to Tyler $7,000, that being the difference between what Gales & Seaton were paid for the books and what the Clerk has charged the United States for them.

"I think it probable—yes, very probable—that Cullom's account rendered for 24 copies is for the number of copies he purchased from the members, or rather he purchased the members' *rights* to them. He told me on Saturday morning, the 4th of March last, when it was thought the clause in the deficiency bill making the appropriation for books would not pass, that its loss would bear hard on him, as he had purchased the rights of twenty-odd members, or words to that effect. I understood that it is known that he purchased or paid for one set two or three days after Congress adjourned.

"Nothing else occurs to me, at this moment, on the subject. But I can say that I am confident that Mr. Cullom has not purchased the books charged in his account. Yes; I believe that Mr. Cullom has not purchased the books charged in his account rendered to the treasury as firmly as I believe any negative fact that is not susceptible of positive proof.

"Whenever I shall be called on by the Treasury Department, I will swear to the substance of the above, put in proper form, and answer at the same time any questions, under oath, which either the department or Mr. Cullom may propound to me.

"JOHN C. RIVES.

"JULY 20, 1857."

D No. 17.

OFFICE HOUSE OF REPRESENTATIVES U. S.,
July 29, 1857.

SIR: I have had no official information from your department in regard to my account for indemnity under the act of 3d March, 1857, for some weeks. I have learned, however, that this *unusual* delay has been occasioned by certain parties, who are evidently looking less to the public interest than to their own aggrandizement—a fact so patent that it cannot be overlooked by any just man sitting in judgment upon the case as presented by the facts. What is that case? The House of Representatives, by its resolution of July 7, 1856, ordered me, as its Clerk, to purchase for each new member and delegate a certain catalogue of books This order I had in part executed, when, upon the 3d of March thereafter, Congress modified the same, so far as it was unexecuted, by giving a reduced number of books to the public libraries in the various districts, and at the same time appropriated $138,000 for the purpose of indemnifying me for the books purchased, and to enable me to execute the order of Congress. Congress knew that I had made onerous outlays, or they would not have provided the indemnity under which I presented my account.

This account was authenticated, as required by your instructions touching that matter, and came up fully to the requirements of the treasury, as applicable to all of my predecessors. All this, however, seemed to be unsatisfactory, when I was given to understand that an exhibit to the Auditor of the receipts of the members, showing that the books were furnished and that the government had been discharged, would satisfy the utmost requirement of the law. This unusual requirement, never before demanded, I promptly complied with; and yet I am further delayed. The high functionaries of government are now, I am told, required by publishing monopolies to refuse the payment of my account, for the simple reason that I have chanced to purchase the modest number of 24 sets of certain books of some one else in this broad land than themselves. And I am told that some vague, loose, unfair, and, I must say, untrue statement of one John C. Rives has been filed with you or your First Auditor to the effect that certain books exhibited in my account were not or could not have been furnished by me; carefully endeavoring to leave the impression on your mind that they could not have been procured except by purchase from him. The books referred to are the "Diplomatic Correspondence," "Finance Reports," and the "Congressional Globe and Appendix." Mr. Rives would have you believe that last year he knew of but one perfect copy of the first named work, and leaves you to infer that, as he is a publisher and was presumed to know, there was none other save a few published by the State Department for our foreign agents, and you are expected to believe that every copy thus published from this only perfect copy went abroad, and therefore was not within my reach; and that this perfect copy, the only one remaining, was itself cut up, and he feels quite confident that as many as 24 copies could not have been purchased by me of any one else than himself. Let a plain tale put to blush forever these unfair and strained presumptions. The books of my office show that to the members of the thirty-third Congress there were actually distributed of this obsolete work, the "Diplomatic Correspondence," one hundred and forty sets; of the Finance Reports, one hundred and thirty-five; of Globe and Appendix, one hundred and thirty-eight. To the thirty-second Congress there were given, of Diplomatic Correspondence, one hundred and twenty-nine sets; of Finance Reports, one hundred and thirty-two sets; of Globe and Appendix, one hundred and thirty sets. To the thirty-first Congress, of Diplomatic Correspondence, one hundred and twenty-five sets; of Finance Reports, one hundred and thirty-four sets; of Globe and Appendix, one hundred and twenty-eight sets. To the thirtieth Congress, of Diplomatic Correspondence, one hundred sets; of Globe and Appendix, one hundred and seventeen sets. To the twenty-ninth Congress, of Globe and Appendix, one hundred sets; of Diplomatic Correspondence, one hundred and nine sets. And the small number of the Diplomatic Correspondence which Mr. Rives says was first ordered to be published (see Stat. at Large, vol. 3, p. 475) was one thousand sets. How many Mr. Rives published and threw into the market last year, when he had the fat contract from the State Department, and had such a search for a perfect copy to print from, I have no means of knowing. Now, with these vast numbers of said

books annually thrown on the market, I will leave it to your fairness to decide whether Mr. Rives, or any one else who loves justice, is warranted in the conclusion that twenty-four copies could not have been procured without going to him. This gives you a clue to the motive and malignity with which I have been pursued in this matter. I will here state that, so far from there being any difficulty in procuring said books, I have no doubt, from the repeated applications to sell them to me, I could purchase not only twenty-four sets, but one hundred sets, in a few days. Indeed, I now have on hand in my possession a number of perfect sets of all of said books, to wit: Diplomatic Correspondence, Finance Reports, and Globe and Appendix; and if it were proper, could make profert of them to the Auditor. Mr. Rives says that a large number of the Diplomatic Correspondence is yet due the members, and that, though often importuned, I cannot furnish them. You are expected to believe that this is because the books cannot be found, when, in truth and in fact, these members of whom he speaks are old members, and there has never been an appropriation by Congress to supply them, and Mr. Rives knows it. Why conceal that fact from you, and, by unworthy means, seek to draw a presumption against me? As to the allegation that Gales & Seaton had paid Mr. Tyler a sum of money on any account, I know nothing. I gave Messrs. G. & S. the order for the books myself, unconditionally; and my requisition for the amount of their receipted bill was before the Comptroller of the Treasury when I went to Tennessee, and was passed and paid, as I understand, to Gales & Seaton in my absence. What they did with the money I know not. Certain it is I have not received a cent of it; nor have I learned from Mr. Tyler that he has. If such be the fact, I aver that I have no knowledge of it. As to the alleged conversation, the substance of which Mr. Rives, in his anxiety to do me injury, attempts to give, to the effect that I had bought members' rights to books, it is positively erroneous. I well remember the conversation, which was but for a moment, in my office, during the latter part of the last night of the session. When told by Mr. Rives that the book appropriation would fail, I did say that its failure would greatly injure me, and gave him perhaps the probable amount of my liability, or the probable number of sets of books I had furnished; but that part in reference to members' rights must have been supplied by Mr. Rives' imagination, as I certainly used no such language. Now, I respectfully ask you if, in your opinion, these States' witnesses are really looking to the protection of the treasury, or are they seeking an unmanly revenge of me for the diabolical fraud, not upon the treasury, I beg you to remember, but upon them, in purchasing the pitiful number of twenty-four sets of books of other persons, as I had a clear legal right to do, and, from the spirit they exhibit, surely a very high moral right to do? As a citizen who knows his rights, though they may be held in abeyance, I ask how long am I to be left to their machinations?

With very great regard, I am yours truly,

WM. CULLOM.

P. S. Accompanying this will be found the certificates of Messrs.

Bailey and Buck as to certain facts alluded to in the foregoing paper. I will add, that I am ready to verify upon oath all the foregoing statements made by me.

WM. CULLOM.

Hon. HOWELL COBB,
Secretary of the Treasury.

This day personally appeared before me William Cullom, and made oath that the facts stated in the foregoing letter, so far as stated upon his own knowledge, are true, and so far as stated upon information and belief he believes to be true.

WM. CULLOM.

Sworn to and subscribed before me, this fifth day of August, A. D. 1857.

N. CALLAN, *J P.* [L. S.]

OFFICE HOUSE OF REPRESENTATIVES OF U. S.,
July 29, 1857.

SIR: At your request I have examined the books of this office containing the accounts kept with the members of the House of Representatives since the commencement of the system of distribution of books, and find that one hundred and ten sets of the Congressional Globe and Appendix, and one hundred and nine sets of the Diplomatic Correspondence, were delivered to the members of the twenty-ninth Congress; that one hundred and seventeen sets of the Congressional Globe and Appendix, and one hundred sets of the Diplomatic Correspondence, were delivered to the members of the thirtieth Congress; that one hundred and twenty-eight sets of the Congressional Globe and Appendix, one hundred and twenty-five sets of the Diplomatic Correspondence, and one hundred and ninety-two sets of the Finance Reports, were delivered to the members of the thirty-first Congress; that one hundred and thirty sets of the Congressional Globe and Appendix, one hundred and twenty-nine sets of the Diplomatic Correspondence, and one hundred and thirty-two sets of the Finance Reports, were delivered to the members of the thirty-second Congress; and that one hundred and thirty-eight sets of the Congressional Globe and Appendix, one hundred and forty sets of the Diplomatic Correspondence, and one hundred and thirty-five sets of the Finance Reports, were delivered to the members of the thirty-third Congress.

I also find in the storeroom of this office seven sets of the Diplomatic Correspondence and five sets of the Finance Reports, which have been obtained by you since the passage of the resolution of July 7, 1856, by purchase, besides divers other books. I have been in charge of the book desk of this office for several months, and am familiar with that branch of the business.

I am, very respectfully, your obedient servant,

JOHN BAILY,
Assistant Clerk Office House of Reps. of U. S.

Hon. WILLIAM CULLOM,
Clerk House of Representatives.

the Hon. James Guthrie, then Secretary of the Treasury, and adopted or concurred in by him, as I am informed, showing not only that the Secretary *cannot*, but that the head of no other department, nor even the President himself, can interfere with the powers and authority of the accounting officers of the treasury in the discharge of their legal duties. This document must be on file in the department, and the subject of it, no doubt, is familiar to you. But it may not be superfluous for me here to refer to the high authorities there cited—who are no other than the late Presidents Jackson, Polk, Tyler, and Fillmore, Attorneys General Wirt, Taney, and, in a qualified manner, Mr. Butler and Mr. Crittenden; also, Secretaries William H. Crawford, John C. Spencer, and Judge Woodbury; as, likewise, Amos Kendall, while Postmaster General. Some transient opinions of Attorneys General on the other hand, but abandoned or not recognized, are also mentioned. Time does not permit me to transcribe those authorities from the document referred to, as I intended; but that would be superfluous, as the original may be found in the department.

"Conversing with Mr. Seaton on yesterday respecting my former request of you that he should be summoned before you, after stating to him my interview with the Secretary, he showed me a statement of considerable length, which he had been preparing in anticipation, but said that as Mr Rives' statements, which covered the whole ground, did not seem to be appreciated, he should await any call the department might see proper to make on him, or words to that effect.

"In fine, should you conclude to summon the witnesses already mentioned in former communications, I would suggest the additional names of Mr. Ingram, Mr. Harvey, and Mr. Emrich, clerks in Mr. Cullom's office, who ought to know what purchases have been made by Mr. Cullom, to what extent, and where the books are.

"Had the alleged purchase been actually made, Mr. Cullom would have held the charge of fraud at defiance, instead of making indirect overtures to me to withdraw it, and would show the books and the vouchers of the persons from whom Mr. Tyler purchased them, and the prices paid by him; for Mr. Tyler is not a bookseller, and could not have supplied them, even if they existed, except from the publishers. You must be sensible that this thing cannot come to dross, even if the fraudulent party should be permitted to draw the money from the treasury. Hoping that you will act with the sound discretion reposed with you by the laws, I remain, with great respect," &c.

Should your excellency desire to know more of the particulars alluded to in the note above quoted, that information, to a great extent, may be derived from the papers in the Auditor's possession. In every aspect of this important case, in order to maintain inviolate the integrity of the laws in question, particularly the act of March 3, 1823, respecting fraudulent papers, &c, your petitioner respectfully prays that your official authority may be interposed to restrain the Secretary of the Treasury from all interference with the accounting officers in their settlement, or their exposition of the fraudulent character of said account, so that the said William Cullom may be dealt with according to law in such cases made and provided, and that all others interested in the aforesaid appropriation for books may

have justice expedited in obtaining the orders for their respective quotas under the resolution of July 7, 1856, and the said appropriation of March 3, 1857, already delayed nearly five months, to subserve the enormous exactions from the publishers, or other fraudulent purposes, by said William Cullom. And your petitioner will ever pray.

ROBERT MAYO.

It might not be out of place here to say what would have been the fate of such a case in less than twenty-four hours had it occurred in the administration of Andrew Jackson. Nor can such a reference to the name of that great man be a just cause of umbrage to any successor he may ever have, much less to President Buchanan. Information is all that would be necessary to either. Such, at least, I am confident, would be the estimation of every one, if sentiment could be consulted.

With unfeigned sentiments of personal regard, long entertained, I have the honor to be your excellency's most obedient servant,

R. MAYO.

NOTE.—There may be some slight verbal variations in the copies above quoted, as they are taken from the rough draughts of the originals sent to the Auditor.

(If there were nothing positively inhibiting the interference of the Secretary, it is totally incompatible with the Comptroller's duty to require the prompt settlement of an account by the Auditor, whenever the public interests demand it, *in his opinion!* What, then, would become of the Secretary's interference?)

D No. 19.

OFFICE HOUSE OF REPRESENTATIVES U. S.,
July 31, 1857.

SIR: In my communication of the 29th instant I omitted to state to you that the books set forth in the communication of Messrs. Rives and Mayo could be furnished in any reasonable number by the booksellers of this city. In confirmation of this statement, I beg leave to refer you to the accompanying letter of Mr. Shillington, a bookseller in this city. And I may also add, that I have many private letters proposing to sell me the same books. I understand, also, that Mr. Morrison, a bookseller of this city, has quite a number of said books for sale, including the Diplomatic Correspondence, Finance Reports, and Globe and Appendix. In view of these facts, it occurs to me that the mere presumption, which my pursuers have raised by their false and garbled statements, are fairly removed, and the verity of my rights established. May I respectfully ask you why I shall longer be delayed in my rights, to gratify a set of booksellers who have so long fed and fattened upon the treasury as to become morbid and jealous of those who are likely to receive a dollar even upon a just claim. I do

not desire to be considered importunate, but my pecuniary necessities, and the flagrant grossness and selfishness of the causes of my delay, is my apology, if any, in your opinion, is necessary.

I am, very respectfully, your obedient servant,

WM. CULLOM.

Hon. HOWELL COBB,
Secretary of the Treasury.

D No. 19.

WASHINGTON, *July* 31, 1857.

SIR: Having understood that it is attempted to create the impression that you could not have purchased certain books, viz: Diplomatic Correspondence, Finance Reports, and Globe and Appendix, of any other person except the publisher, I deem it due to you to state, that having furnished the Secretary of the Senate, and also your predecessor, Colonel Forney, I proposed, a short time after the passage of the book resolution, to furnish you with sets of those identical books above named, and still have some of them on hand. I would be gratified to furnish them to you, together with such other books as you are authorized to procure. And I pledge myself to deliver them as fast as you may require them.

Yours, respectfully,

J. SHILLINGTON.

Hon. WM. CULLOM,
Clerk of the House of Representatives.

D No. 20.

WASHINGTON, *August* 3, 1857.

SIR: I have your note of the 1st instant, with copy of Dr. Mayo's letter to you, and of Mr. Tyler's account with the House of Representatives for books.

I know nothing whatever about this matter other than what I have heard said on the streets by persons not connected themselves with it in any way, I presume. This would be inadmissible as testimony. What was said referred to a single item, and Dr. Mayo refers to gentlemen who must know in full about it.

Most respectfully, &c., &c.,

J. W. ALLEN.

J. W. Allen, being duly sworn, declares the above statement by him to be true, to the best of his knowledge and belief. Before me, this 3d day of August, 1857.

R. BURGESS, *J. P.*

D No. 21.

WASHINGTON, *August* 3, 1857.

SIR: I received your letter of the 1st instant, accompanied by a copy of a *caveat* of R. Mayo, and a copy of an account of H. Tyler against the House of Representatives of the United States for twenty-four copies of eighteen different works (books) amounting to $25,880 40, which he alleges that he delivered to the Clerk of the House of Representatives (William Cullom) who paid him for them the sum above mentioned in "December, 1856;" and you request me in your letter to furnish you, at a date not later than twelve o'clock meridian of Tuesday, the 4th instant, at your office, "with a statement, verified by your (my) oath or affirmation, of such facts within your (my) *own* knowledge, as will go to sustain the charges of R. Mayo with reference to the fraudulent character of said account, and that you (I) will confine your (my) statement strictly to the account in question, and such facts as will illustrate the justice or falsity of that account."

I state, in reply, that I do not *know* that that account is false, but I can say that I believe it is, as firmly as I believe your office is standing and that you are alive, and I saw the office standing last Friday, and you in proper person a short time ago, but cannot name the day. I wrote a letter to Dr. R. Mayo about two weeks ago, in reply to one from him to me on the subject, in which I name several reasons why I believe that no person can have purchased the books enumerated in Tyler's account since the 7th July, 1856, and he informs me that he has filed a copy of my letter in your office. Mr. Clayton, the Assistant Secretary of the Treasury, told me a few days ago that he had seen my letter to Dr. Mayo, and that it is not evidence. I believe he is a lawyer, and if he is he probably knows.

If you shall find anything in my letter to Mayo, or in this letter to you, which you may think is evidence pertinent to the subject, I will call at your office at any time you may name and make oath to it.

Permit me, in conclusion, to suggest to you what I think would be "the eftest way," as Dogberry has said, for you to get this matter out of a coil. It is, to call both Tyler and Cullom before you and swear them, and ask the former where he purchased the books, and from whom; and the latter where they are now? If the books are in the city, let Cullom show them; and if he shall say he has sent them away, let him name the persons to whom he has sent them.

JOHN C. RIVES.

THOS. L. SMITH, Esq.,
First Auditor of the Treasury, Washington, D. C.

D No. 22.

WASHINGTON, *August* 3, 1857.

In compliance with a request in writing from the First Auditor of the Treasury Department, dated on the 1st instant, I would beg leave to say, that on or about the 20th of July, 1856, I called, at the

request of Messrs. Gales & Seaton, on Mr. Cullom, Clerk House of Representatives United States, for the purpose of obtaining an order for the books for the use of the members of the House of Representatives which he had been directed to procure, to which he replied: "I have not given it a thought yet, nor will I act in the matter until the appropriation is made to pay for them; and then the order will be given for any quantity I may want. I will not take the least responsibility; when the appropriation is made I will act, and not before."

And on the 9th of April, 1857, I called at the House of Representatives on business connected with the said books, and was informed by a messenger that no books of the kind had been brought to the House except those 90 sets which I had delivered under the Clerk's order of March 26, 1857.

EDWARD DEEBLE.

T. L. SMITH, Esq.,
First Auditor.

Sworn to before THOS. DONOHO, *J. P.*

D No. 23.

WASHINGTON, *August* 4, 1857.

SIR: In answer to your communication of August 1, 1857, asking me to state what facts were within my knowledge going to sustain the charge of R. Mayo, with reference to the fraudulent character of an account of the Clerk of the House of Representatives, a copy of which accompanies your communication, I have to state that I know of no *fact* or *circumstance* tending to *sustain* the charge of said Mayo, with reference to *this* or *any other account* of the said Clerk of the House of Representatives.

Yours, respectfully, &c.,

JOHN TRETLER.

Hon. T. L. SMITH, *First Auditor, &c.*

DISTRICT OF COLUMBIA, } *to wit:*
County of Washington, }

On this 4th day of August, 1857, before me, the subscriber, a justice of the peace in and for the county aforesaid, personally appeared John Tretler, and made oath on the Holy Evangelists of Almighty God that the matters set forth in the foregoing written paper are true, to the best of his knowledge and belief.

Sworn to before me.

D. SMITH, *J. P.*

D No. 24.

WASHINGTON, *August* 4, 1857.

On the evening of the 1st day of August, 1857, I received from the office of the First Auditor of the treasury "a copy of a communication dated July 13, 1857, signed R. Mayo which has been filed in that office as a caveat against any precipitate action in the settlement of an account of William Cullom, Clerk of the House of Representatives, for certain books furnished to members of the 34th Congress, under a resolution of the House of Representatives of July 7, 1856."

Also a copy of the account therein referred to, and of which Mr. Mayo alleges it is "a fraudulent attempt to draw money from the Treasury of the United States under false pretences."

And in reference to this charge I am requested to furnish the First Auditor's office with such facts, under oath, as will go to sustain the charge of Mr. Mayo, in reference to this particular account, or such facts as will illustrate its justice or falsity.

On the back of the account thus impeached I find a receipt in full signed "H. Tyler," and dated December, 1856, for "twenty-five thousand eight hundred and eighty dollars and forty cents."

All I can say in reference to the matter is, that no such books as are named in said account as publications by Gales & Seaton were furnished by them to my knowledge, and I can express the confident belief that the publications by Gales & Seaton therein charged and forming nearly fifteen thousand dollars of the above mentioned amount, were not obtained of them or of any agent of theirs during the time Mr. Cullom has filled the office of Clerk of the House of Representatives. If they had been so obtained, I think from my position in the office of Messrs. Gales & Seaton, I should have known it; and I further confidently believe that the number of copies of the publications of Gales & Seaton, charged in the bill aforesaid, could not have been procured from any other source than Gales & Seaton. The edition of the "American State Papers," was exhausted many years since by sales to Congress, and the other works have been sold I believe only to Congress, and not put into the market, as is usually the case with other books.

I enclose herewith without knowing whether it will be of any service in the present investigation, a printed statement of an interview which I had with Mr. Cullom in reference to books, in the month of March last.

Very respectfully,

W. W. MOORE.

The foregoing written statement as well as the printed slip enclosed, sworn to before me, August 4, 1857.

THOS. DONOHOE, *J. P.*

Statement by Mr. Moore.

SATURDAY, *March* 7, 1857.
(Near 12 o'clock m.)

About an hour ago, at the request of Messrs. Gales & Seaton, I called at the office of the Clerk of the House of Representatives, in the Capitol, to see Mr. Cullom.

Found him in his room examining letters, and Mr. J. H. C. Mudd occupied with pen and paper at a table in the same room. On entering Mr. Mudd introduced me. Mr. Cullom, who was himself standing, invited me to be seated, which I declined by stating that I had but a word or two to say on business.

I then stated that I had called at the request of Messrs. Gales & Seaton, to inform him that their books were ready for delivery, and that, having observed that an appropriation for the books had been made, they would be pleased to receive an order for them. Mr. Cullom stated that he would give an order at his convenience and pleasure; that he was much pressed with business of all kinds; had been much troubled by those interested in the books, and was, besides, greatly harassed in settling the accounts of members. The indefinite nature of this reply led me to remark that I supposed an order for Messrs. Gales & Seaton's books would be given in due time, as a matter of course.

To this Mr. Cullom replied in the negative, stating that an order would not be given as a matter of course, but at his pleasure, if he should ascertain that he wanted the books; that the law directed him to furnish the books, and did not require him to purchase them of their respective publishers; that these publishers had endeavored to monopolize the sale of their respective works, and on this point had been fighting against him for a year, and he had finally gained the victory; that the law passed in a form which imposed no restraint as to the source whence the books were to be procured; that he had already provided for a part of them; that for Messrs. Gales & Seaton he had great respect, and would call and see them before he left the city, but he could not give an order for their books until he should ascertain what number of them he might want. I then told him that I was not apprised of the difficulties to which he had alluded, and respectfully took leave of him.

The foregoing statement contains an accurate report, in substance, of what took place between us, the exact language being used in some cases. Mr. Cullom, though courteous in manner, spoke with an emphasis that indicated firmness of purpose. The substance of the conversation is now committed to paper that there may be no misapprehension in future as to the purport of it.

WM. W. MOORE.

D No. 25.

WASHINGTON, *August* 4, 1857.

SIR: I have no personal knowledge whatever concerning the account of Hugh Tyler for books furnished to members of Congress.

Street rumors have been abundant, but they are not legal evidence, even if true, and whether they are or not I have no means of knowing.

Why Dr. Mayo should have referred to me is beyond my comprehension.

I have the honor to be, very truly, your obedient servant,

N. SARGENT.

THOS. L. SMITH, Esq.,
First Auditor.

D No. 26.

WASHINGTON, *August* 5, 1857.

SIR: In response to your communication of the 1st instant, regarding an account of Hugh Tyler against William Cullom, Clerk of the House of Representatives of the United States, for over $25,000, we have to say that we have no *facts* relating thereto to communicate to sustain the charges and allegations of R. Mayo.

Very respectfully, yours,

TAYLOR & MAURY.

Hon. THOS L. SMITH,
First Auditor of the United States Treasury.

DISTRICT OF COLUMBIA, }
County of Washington. }

On this 4th day of August, A. D. 1857, personally appears Hudson Taylor, one of the firm of Taylor & Maury, and makes oath that the facts and things stated in the foregoing letter are true to the best of his knowledge and belief.

N. CALLAN,
Justice of the Peace. [SEAL.]

D No. 27.

House of Representatives of the United States to Hugh Tyler, Dr.

For the following books, furnished by order of the Clerk of the House of Representatives of the United States, for the use of the members of the thirty-fourth Congress, under the resolution of the House of Representatives of July 7, 1856, viz:

24 sets, 29 volumes each, Gales & Seaton's Register of Debates, $145 per set.....	$3,480 00
24 sets, 37 volumes each, Congressional Globe and Appendix, $185 per set.....	4,440 00

24 sets, 1 volume each, Contested Elections, $5 per set...	$120 00
24 sets, 2 volumes each, Senate Land Laws, $10 per set...	240 00
24 sets, 5 volumes each, Elliott's Debates, $16 per set....	384 00
24 sets, 9 volumes each, American Archives, $151 60 per set.....	3,638 40
24 sets, 7 volumes each, Diplomatic Correspondence, $15 per set.....	360 00
24 sets, 21 volumes each, Gales & Seaton's American State Papers, $235 50 per set.....	5,652 00
24 sets, 5 volumes each, Opinions of Attorneys General, $15 per set.....	360 00
24 sets, 7 volumes each, Finance Reports, $24 per set.....	576 00
24 sets, 42 volumes each, Gales & Seaton's Annals of Congress, $210 per set.....	5,040 00
24 sets, 10 volumes each, John Adams' Works, $22 50 per set.....	540 00
24 sets, 7 volumes each, Alexander Hamilton's Works, $14 per set.....	336 00
24 sets, 1 volume each, Hickey's Constitution, $1 per set	24 00
24 sets, 2 volumes each, Mayo's Fiscal Department, $5 per set.....	120 00
24 sets, 1 volume each, Mayo & Moulton's Pension and Bounty Land Laws, $3 50 per set.....	84 00
24 sets, 9 volumes each, Jefferson's Works, $20 25 per set	486 00
	25,880 40

Washington, December —, 1856. Received of William Cullom, Clerk of the House of Representatives of the United States, twenty-five thousand eight hundred and eighty dollars and forty cents, in full of the within account.

H. TYLER.

WASHINGTON, *August* 4, 1857.

SIR: In reply to your communication of the 1st instant, requesting me to state what I know of the account of the Clerk of the House of Representatives, I have to state that the account of which the within is a copy *is correct*, and that the books therein enumerated were furnished in accordance with a contract made with said Clerk for supplying members of the 34th Congress with the same.

Very respectfully, &c.,

H. TYLER.

Hon. T. L. SMITH,
First Auditor of the Treasury.

DISTRICT OF COLUMBIA, }
County of Washington. }

On this 4th day of August, in the year 1857, before the undersigned, a justice of the peace for the said county, personally appeared H.

Tyler, and makes oath on the Holy Evangely of Almighty God that the facts and things set forth in the within letter are true, to the best of his knowledge and belief.

Sworn and subscribed before me.

N. CALLAN, *J. P.* [L. S.]

D No. 28.

WASHINGTON, *August* 5, 1857.

SIR: In copying my note addressed to you yesterday, in reference to the account of the Clerk of the House of Representatives, an error was committed, which I respectfully ask you to allow me to correct before the settlement of said account, that you may not be misled in the premises. For the words, "furnished in accordance with a contract made with said Clerk for supplying members with the same," I intended to use the following:

Purchased of me in compliance with a contract with the said Clerk, for supplying him with books for the 34th Congress.

Very respectfully, &c.,

H. TYLER.

Hon. T. L. SMITH,
First Auditor.

D No. 29.

TREASURY DEPARTMENT,
First Auditor's Office, August 6, 1857.

The rates charged for books in this account have been compared with former accounts, and have in no case been found to exceed the prices heretofore paid for the same.

T. L. SMITH.

D No. 30.

WASHINGTON, *August* 8, 1857.

GENTLEMEN: Being recognised by the Auditor as the prosecutor, real or putative of William Cullom's fraudulent account, by citing my name to persons called on to testify as to the fraudulent character, the justice or falsity of said account, I deem it but right and proper to ask an opportunity, individually, or by counsel to interrogate those I have named, and to cross-examine those proposing to illustrate the justice of the account, in order to elicit facts that may not be mentioned in their affidavits, and likewise to interrogate those who may decline making an affidavit, but are willing to answer questions that may be propounded to them. Such an opportunity may be indispensable to evoke the whole truth, and enable me to fulfil my purpose of making

such proof, and afford the accounting officers the assurance of a full development of the fraud charged.

The mode of procuring the testimony adopted by the Auditor, in calling for affidavits, as far as I am informed, is not the best calculated to illustrate the fraudulent character, the justice or falsity of the account, and produce conviction on every mind, when negative proof nevertheless may exist, and might be presented in innumerable shapes. To restrict the witness rigidly to the *specific* matters of the account, may induce him to suppose and say that he knows nothing positive in relation to the particulars, and decline making an affidavit, which might tend to place me in a position not in accordance with the suppressed or undisclosed facts of the case. Whereas, if brought to an examination by question and answer, such witnesses might develop a vast number of circumstantial facts, which taken in connexion with correlative facts, or in contrast with allegations that are incompatible, would go far to prove, and probably *affirm* beyond cavil, the flagrant character of the fraud charged. So that, by means of a proper scrutiny of certain pertinent documents, the statements of witnesses, and their cross-examination, the fraud charged, though otherwise not obvious to every mind on the face of a plausible and cunning account, covering a swindle of the most daring character, it might so result by the force of light derived from such negative proofs, circumstantial evidence, and proof positive, drawn to a focus on the main issue, as to render the fraud, if not palpable to the touch, seared with the indelible stamp of its true character.

This is one of the numerous evidences of the degeneracy of the times, though I hope the first in enormity of its kind. But should it receive the license of approbation by this administration, from which such flattering auguries have been proclaimed to the patriotic solicitude of the American people, *it will*, with its new-born progeny of peculators on the vaults of the treasury, under various disguises, encouraged by its example, inevitably result in a universal effort for a remedy, and to conceive what that would be, can hardly require an effort beyond the spontaneous suggestion of the simplest apprehension, the reorganization of the whig party. God forbid that any party, however laudable the object, may ever rise on such a foundation in this fair land, hallowed by the blood and treasures of our forefathers.

So far as the testimony has come to my knowledge, I shall in a communication on Monday, throw it into such array as to bring the light that beams from its details to a focus, appreciable to all, which I dare hope will prevail on the accounting officers to accede to my request to be heard in person or by counsel.

With great respect, I have the honor to be, gentlemen, your obedient servant,

R. MAYO.

Hon. W. MEDILL, *First Comptroller*, and
Hon. THOMAS L. SMITH, *First Auditor*.

D No. 31.

Moneys advanced and payment made to William Cullom, esq., late Clerk of the House of Representatives, on account of books for members of the House of Representatives, 34th Congress, per resolution of 7th July, 1856, and act 3d March, 1857.

Advanced March 31, 1857	$32,850 00
Advanced September 14, 1857	20,304 00
Advanced November 5, 1857	5,076 00
Advanced December 7, 1857	5,176 00
	63,406 00
Payment August 8, 1857	22,645 35
Aggregate	86,051 35

E No. 1.

TREASURY DEPARTMENT,
Comptroller's Office, May 30, 1856.

SIR: It appears from the journal of the last session, at page 176, that a petition was presented by citizens of Paducah, in behalf of Glover and Mather, and at page 180, that two petitions from Indiana were presented in their behalf, and were referred to the Committee on Post Offices and Post Roads; a clause was inserted in the act of March 3, 1855, making appropriations for the Post Office Department, section 7, referring the matter of the claim of Glover and Mather to the First Comptroller for settlement, and having the same under consideration, I will thank you for the petitions mentioned above, and for a reference to a report if one was made.

Be pleased to send by Mr. Cram.

Most sincerely,

ELISHA WHITTLESEY.

Hon. WILLIAM CULLOM,
Clerk of the House of Representatives.

E No. 1½.

TREASURY DEPARTMENT,
Comptroller's Office, July 10, 1856.

SIR: You will receive with this note a list of balances of appropriations made prior to 1st July, 1854, and which by the act of 31st August, 1852, seem liable to be carried to the surplus fund on the 30th of June, 1856, upon the face of which, in the column of "remarks," you will be pleased to indicate such of the balances of the

appropriations made for the service of the House of Representatives as may be required for the payment of outstanding or unsettled accounts, and mark in the proper column with your signature the word, wanted, and in the others the words, not wanted, with your signature annexed. As this paper is to be acted upon immediately you will, if practicable, be pleased to return it by my messenger.

Most sincerely yours,

ELISHA WHITTLESEY,
Comptroller.

WM. CULLOM, Esq.,
Clerk of House of Representatives.

E No. 2.

TREASURY DEPARTMENT,
Comptroller's Office, July 24, 1856.

SIR: Per the following reports, accounts have been adjusted between the United States and yourself from the 1st December, 1855, to 30th June, 1856.

Per report 123,573, for salaries of draughtsmen and clerks, for maps, &c., and said account has been closed.

Per report 123,575, for salaries of Capitol police, and a balance found due the United States of $179 79.

Respectfully yours,

ELISHA WHITTLESEY,
Comptroller.

WM. CULLOM, Esq.,
Clerk of the House of Representatives,
Disbursing Agent, Washington City.

E No. 3.

TREASURY DEPARTMENT,
Comptroller's Office, July 25, 1856.

SIR: Per report 123,572, an account has been adjusted between the United States and yourself for salaries of clerks of committees of the House of Representatives, from the 6th of February to the 30th of June, 1856, and a balance found due the United States of $1,085 37.

Per report 123,574, for salaries in your office for the period aforesaid, and for the months of December, 1855, and January, 1856, and said account has been closed.

Respectfully yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives,
Disbursing Agent, Washington City.

E No. 4.

TREASURY DEPARTMENT,
Comptroller's Office, August 1, 1856.

SIR: Per report No. 123,607, an account has been adjusted between the United States and yourself for laborers employed in the House of Representatives from the 6th of February to the 30th of June, 1856, and a balance found due to the United States of $46 38.

Per report No. 123,608, for saddle horses for the same period, and said account has been closed.

Per report No. 123,609, for fuel, oil, and candles for the use of the House of Representatives, and a balance found due to the United States of $2,333 26.

Per report No. 123,610, for Annals of Congress, for 143 members of the 32d Congress, from February 6 to June 30, 1856, and said account has been closed.

Per report No. 123,611, for engraving and lithographing for the House of Representatives for the same period, and a balance found due to the United States of $30,792 43.

Respectfully yours,
ELISHA WHITTLESEY,
Comptroller.

WM. CULLOM, Esq.,
Clerk of the House of Representatives,
Disbursing Agent, Washington City.

E No. 5.

TREASURY DEPARTMENT,
Comptroller's Office, August 1, 1856.

SIR: Per report No. 123,604, an account has been adjusted between the United States and yourself for newspapers for members of the House of Representatives, from the 6th of February to the 30th of June, 1856, and a balance found due to the United States of $4,861 36.

Per report No. 123,605, for horses and mail carriages for the use of the House of Representatives for the aforesaid period, and said account has been closed.

Per report No. 123,606, for furniture and repairs for the same period, and a balance found due to the United States of $141 60.

Respectfully yours,
ELISHA WHITTLESEY,
Comptroller.

WM. CULLOM, Esq.,
Clerk of the House of Representatives, Disbursing Agent.

E No. 6.

TREASURY DEPARTMENT,
Comptroller's Office, August 4, 1856.

SIR: Per the following reports accounts have been adjusted between the United States and yourself, from the 6th of February to the 30th of June, 1856, with the annexed results:

Per report No. 123,612, for Statutes at Large for members of the House of Representatives, per resolution of February 20, 1856, and a balance found due to you of $5,239 50.

Per report No. 123,613, for Annals of Congress for the library of the House of Representatives, and said account has been closed.

Per report No. 123,614, for books for members from Virginia, Kentucky, Nebraska, and Kansas, and a balance found due to the United States of $1,115 90.

Per report No. 123,615, for reporting and publishing in the Daily Globe the proceedings of the House of Representatives, 1st session of the 34th Congress, and said account has been closed.

Per report No. 123,616, for stationery for the House of Representatives, and said account has been closed.

Respectfully yours,
ELISHA WHITTLESEY,
Comptroller.

WM. CULLOM, Esq.,
Clerk of the House of Representatives,
Disbursing Agent, Washington City.

E No. 7.

TREASURY DEPARTMENT,
Comptroller's Office, August 5, 1856.

SIR: Per the following reports, accounts have been adjusted between the United States and yourself, from the 6th of February to the 30th of June, 1856, with the annexed results:

Per report No. 123,617, for folding documents, and a balance found due to the United States of $4 13.

Per report No. 123,618, for books voted to the members of the 33d Congress, and a balance found due to the United States of $741 47.

Per report No. 123,619, for 24 copies of the Congressional Globe, and said account has been closed.

Per report No. 123,620, for binding 192 volumes of the Congressional Globe and Appendix, and said account has been closed.

Per report No. 123,621, for reporting the proceedings of the House of Representatives, 2d session of the 32d Congress, and said account has been closed.

Per report No. 123,622, for messengers employed in the House of Representatives, and a balance found due to the United States of $628 45.

Per report No. 123,623, for compensation of messengers in charge of the Hall of the House of Representatives, and a balance found due to the United States of $3 13.

Per report No. 123,624, for compensation of pages employed in the House of Representatives, and said account has been closed.

Per report No. 123,625, for compensation of two messengers in the office of the Clerk of the House of Representatives, and said account has been closed.

Respectfully yours,
ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives, Disbursing Agent.

E No. 8.

TREASURY DEPARTMENT,
Comptroller's Office, August 6, 1856.

SIR: Per report 123,656, an account has been adjusted between the United States and yourself, from the 6th of February, 1856, to 30th June last, for binding documents for the House of Representatives, and a balance found due to you of $12,392 88.

Respectfully yours,
ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Reps., Disbursing clerk.

E No. 9.

TREASURY DEPARTMENT,
Comptroller's Office, August 13, 1856.

SIR: Per report 123,790, an account has been adjusted between the United States and yourself for miscellaneous items, for the House of Representatives from the 6th of February, to the 30th of June, 1856, and a balance found due to the United States of $344 37.

Respectfully yours,
ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Reps.

E No. 10.

TREASURY DEPARTMENT,
Comptroller's Office, August 14, 1856.

SIR: Per report 123,808, an account has been adjusted between the United States and yourself from the 6th of February, 1856, to the 30th of June last, for books for members of the thirty-second Congress, and said account has been closed.

Respectfully yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Reps., Disbursing Agent.

E No. 11.

TREASURY DEPARTMENT,
Comptroller's Office, August 26, 1856.

SIR: Mr. Sweeny, of the banking house of Sweeny, Rittenhouse, & Fant, called yesterday and said you wanted me to recognise the validity of a receipt or an order of Mr. Bennett, late contesting delegate from Nebraska.

The paper presented to me was not only informal but imperfect. It has been and is probably now before you, as Mr. Sweeny said he should call upon you.

Be pleased to inform me what action of mine in the matter is desired. I declined to act yesterday for the want of information; when it shall be given, and your wishes known, I will do anything that my official relation makes necessary and proper. I will thank you for a reply by the bearer.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. WILLIAM CULLOM,
Clerk of the House of Representatives.

E No. 12.

OFFICE CLERK HOUSE OF REPRESENTATIVES,
August 26, 1856.

SIR: Yours of this date to Mr. Cullom in relation to the claim of Mr. Bennett, in hands of Sweeny, Rittenhouse, & Fant, is before me. In reply to which I have to say that Mr. Cullom is not present, and I know of no correspondence or understanding with him in relation to said claim, except that when the claim was presented for payment, a day or two ago, it was considersd imperfect. This is all I know in relation to the same.

Very respectfully,

W. P. INGRAM.

Hon. E. WHITTLESEY,
Comptroller's Office, Treasury Department.

E No. 13.

OFFICE CLERK HOUSE OF REPRESENTATIVES,
September 5, 1856.

SIR: I would like to pay the claim of Mr. Bennett, (the same that was shown to you some time ago by Mr. Sweeny, of the banking house of Sweeny, Rittenhouse, & Fant,) provided I am safe in doing so.

The acccount is made out in accordance with a resolution of the House of Representatives, and was objected to for reasons stated to you in my letter of 26th ultimo.

Having heard (verbally) that you had indicated that Mr. Bennett's order to pay another party, viz: Sweeny, Rittenhouse, & Fant, was as good and valid as his (Bennett's) receipt, is the reason why this is written.

Please let me hear from you.

Respectfully,

W. P. INGRAM.

Hon. E. WHITTLESEY,
Comptroller, &c.

E No. 14.

TREASURY DEPARTMENT,
Comptroller's Office, September 6, 1856.

SIR: Your favor of the 5th was received this morning, stating, among other things, that, having heard verbally I had indicated that Mr. Bennett's order to pay another party, viz: Sweeny, Rittenhouse, & Fant, was as good and valid as his (Bennett's receipt,) is the reason why you write to me.

By recurring to my letter addressed to Mr. Cullom of the 26th ultimo, you will perceive I sought to learn what was desired of me in the matter of the receipt or order of Mr. Bennett for his pay, which writing was held by the house mentioned. Your letter of the 26th advised me of the absence of Mr. Cullom, and that you had no knowledge of any correspondence or understanding with him in relation to said claim, except that when presented for payment the proof was considered imperfect.

Afterwards, and after I understood Mr. Cullom had returned, Mr. Bates, from your office, called and presented the same paper to me, and desired an expression of my opinion as to its sufficiency. I referred to my letter of the 26th, and expressed my regret that an answer had not been given in writing, so as to permit me to give a distinct answer to the point that had been raised.

I now regret my letter of the 26th has not been distinctly responded to in the particular mentioned, but wishing to avoid delay and trouble, I suppose you wish to know whether the payment of the amount found due to Mr. Bennett on account of his per diem and mileage, as

a contestor, on the receipt or order referred to, will be deemed by the office as a sufficient voucher to pass this item into the account of Mr. Cullom. My answer is in the affirmative. You will, however, notice that I give no opinion in respect to the accuracy of the amount said to be found due to Mr. Bennett, as I have no opportunity to ascertain that fact.

I do not consider this payment as coming within the spirit or meaning of the act of July 29, 1846, vol. 9, p. 41, nor of the act of February 26, 1853, vol. 10, p. 170.

When a salary is due to a judge or other officer, it is paid on his order. The subject was considered soon after the passage of the last mentioned act, and a circular was issued expressing the opinion of the office in regard to the construction to be given to the act. I have not a copy left to send to you.

Most sincerely yours,

ELISHA WHITTLESEY.

W. P. INGRAM, Esq.,
Office of the Clerk of the House of Representatives.

E No. 15.

TREASURY DEPARTMENT,
Comptroller's Office, September 10, 1856.

SIR: This will be accompanied by a written statement of the facts in the case of John B. Holman, deceased, late Secretary of Legation at Santiago, now being prosecuted by James B. Holman, administrator of John B. Holman with the will annexed, which I will thank you to file with the papers and report in the Court of Claims, which were referred to a Committee of the Whole House, as appears from House document No. 16 in the reports of said courts. I deem this to be a necessary precaution, inasmuch as $500 will probably be paid in the manner set forth in the statement.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. WILLIAM CULLOM,
Clerk of the House of Representatives.

E No. 16.

OFFICE HOUSE OF REPRESENTATIVES U. S.,
September 11, 1856.

SIR: Your letter of the 10th instant has been received, accompanied by a statement relative to the claim of the administrator of Jesse B. Holman, deceased.

I herewith return the enclosed statement, as I doubt the authority

of this office to add to or take from the files of the House of Representatives any paper or papers.

I would suggest that the communication can be made to the next House of Representatives, when it will be placed on the files of this office.

I am, very respectfully, your obedient servant,

W. P. INGRAM,

Chief Clerk office House of Representatives U. S.

Hon. E. WHITTLESEY,

Comptroller of the Treasury.

TREASURY DEPARTMENT,

Comptroller's Office, September 10, 1856.

In the matter of the claim of James D. Holman, administrator with the will annexed of Jesse B. Holman.

In the civil and diplomatic act approved August 4, 1854, at page 565, is a clause "for the payment of James B. Holmans for services rendered as Secretary of Legation at Santiago in the discharge of clerical duties left unperformed by his predecessor, five hundred dollars."

On application at the State Department it was ascertained beyond doubt that Jesse B. Holman was Secretary of Legation at Santiago, and performed the services mentioned, and not "James B. Holmans," as erroneously designated in said clause.

Application having been made for said sum of five hundred dollars by the Hon. P. Phillips, as attorney of James D. Holman, administrator with the will annexed of Jesse B. Holman, and the proof being satisfactory that the error in the name existed as mentioned, and that the appropriation had not been drawn, I passed an account yesterday reported to this office by the Fifth Auditor, finding due said sum of $500 to the said James D. Holman, administrator with the will annexed of Jesse B. Holman, and in my certificate the facts are narrated at length. The account thus adjusted and found due is reported to the Secretary of the Treasury for payment.

It appears from a document of the House of Representatives at the 1st session of the 34th Congress, (Report of the Court of Claims, No. 18,) that application was made to said court by the said James D. Holman, as the representative of Jesse B. Holman, &c., for compensation for said services, amounting as alleged to $716 67; that said court disallowed said claim; and that the report thereof made by said court to the House of Representatives was referred to the Committee of the Whole House on the 16th of May, 1856.

Jesse B. Holman petitioned Congress to pay him $500 for said services on the 12th day of September, 1853. On the 28th day of July, 1854, the Committee on Foreign Relations in the Senate reported in the case, finding due $716 67. On the 4th of August, 1854, the sum of $500 was appropriated in the manner stated above.

ELISHA WHITTLESEY.

E No. 17.

TREASURY DEPARTMENT,
Comptroller's Office, September 27, 1856.

SIR: The First Comptroller of the Treasury is required by an act No. 56, approved August, 1856, to assess damages in the case of Messrs. Carmick and Ramsey, and if there are any papers on file in regard to said claim in your office, I will thank you to transmit them or copies of them to this office for its information in the investigation required by said act.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. WILLIAM CULLOM,
Clerk of the House of Reprcsentatives.

E No. 18.

TREASURY DEPARTMENT,
Comptroller's Office, October 2, 1856.

SIR: Be pleased to inform me whether the Hon. J. Patten Anderson, delegate from Washington Territory, is still in Washington, or whether he has returned to the Territory, should the latter be the fact to what place do you mail his documents. Early compliance is desired.

Most sincerely yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.
Clerk House of Representativcs.

E No. 19.

CLERK'S OFFICE, HOUSE OF REPRESENTATIVES, U. S.,
Washington, October 3, 1856.

DEAR SIR: In answer to your favor of 2d instant, addressed to William Cullom, clerk, I would inform you that the Hon. J. Patten Anderson left directions at the post office of the House of Representatives to have his letters forwarded to him at Monticello, Florida.

Very respectfully,

W. P. INGRAM, *Chief Clerk.*

Hon. ELISHA WHITTLESEY.

E No. 20.

TREASURY DEPARTMENT,
Comptroller's Office, October 14, 1856.

SIR: At the 29th page of the Session Laws of the 1st session of the 34th Congress is an appropriation of $11,595, connected with reciprocity treaty, including pay of commissioner.

At page 91 is a provision to allow the commissioner $4 per day for subsistence. Mr. G. G. Cushman, the commissioner, claims the allowance anterior to the commencement of the present fiscal year, and he says he applied to Congress for this allowance.

The accounting officers wish to avail themselves of the information on which Congress acted, and they will thank you by transmitting any papers in your office in regard to said application. If not by petition, but by resolution, be pleased to furnish a copy thereof.

Most sincerely,

ELISHA WHITTLESEY.

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives.

E No. 21.

TREASURY DEPARTMENT,
Comptroller's Office, December 6, 1856.

SIR: The account of Messrs. Bowne & Hasbrouck, for transferring and printing 11,520 copies of thirty-one maps, to accompany the Coast Survey Report for 1855, accompanied by the certificate of A. G. Seaman, the Superintendent of the Public Printing, having been examined and found to be correct, the same will be allowed as a valid voucher in the settlement of your accounts at this office, if paid by you.

Respectfully, yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives.

E No. 22.

Copy of letter to Hon. George S. Houston.

[Enclosed pro forma.]

TREASURY DEPARTMENT,
Comptroller's Office, December 29, 1856.

DEAR SIR: In reply to your inquiry whether the Clerk of the Hou of Representatives has made more than one settlement, I sta'

there have been twenty-nine settlements with him on different accounts, covering the period from the 1st of December, 1855, to the 30th of June, 1856.

I send a tabular statement, showing the time when the accounts were rendered, and when they were acted upon. He should have rendered other accounts, and I shall write him to-day upon the subject. I have no recollection or belief that I told Mr. Cullom, or any other person, that he need not render his accounts until the end of the year. It has been urged by Mr. Forney, or his clerk in his behalf, and the same by or for him, that he could not at all times render his acounts punctually because the Committee on Accounts was not in session; and in regard to such excuses I have expressed my regret, but that we must get along in the best manner we could.

It is supposed that all disbursing agents will comply with the law; and in extraordinary cases, as in the cases of marshals, who are in the engagement of a court at the end of a quarter, or the Clerk of the House, or Secretary of the Senate, during the recess of Congress, a strict compliance has not been urged from the difficulty or impossibility of doing it.

I knew that various accounts had been settled, and from the number I was not aware that any omission to comply with the law existed, any further than it might be necessary from the absence of the Committee on Accounts.

Most respectfully,

ELISHA WHITTLESEY.

Hon. GEORGE S. HOUSTON,
At Brown's Hotel.

The following adjustments have been made with William Cullom, Esq., Clerk of the ...

No. of report.	Date of report.	Date of Compt's revision.	Nature of account.	Period for which rendered.
123,572	July 23, 1856	July 25, 1856	For salaries of clerks of committees of the House	From February 6 to June 30, 1856.
123,574	do	do	For salaries in his office	do do
123,575	do	July 24, 1856	For salaries of Capitol police	From Dec. 1, 1855, to June 30, 1856.
123,573	do	do	Salaries of draughtsmen and clerks for maps, &c	do do
123,604	July 30, 1856	July 31, 1856	Newspapers for members of the House	From February 6 to June 30, 1856.
123,605	do	Aug. 1, 1856	Horses and mail-carriages for use of House	do do
123,606	July 31, 1856	do	Furniture and repairs of House of Representatives	do do
123,607	do	do	Compensation of laborers employed in House of Representatives	do do
123,608	do	do	Saddle-horses for use of House	do do
123,609	do	do	Fuel, oil, and candles for House	do do
123,610	do	do	Annals of Congress for 143 members of 32d Congress	do do
123,611	do	do	Engraving and lithographing for House of Representatives	do do
123,612	do	Aug. 4, 1856	For Statutes at Large for members of House	do do
123,613	do	do	Annals of Congress for library of House	do do
123,614	do	do	Books for new members from Virginia, Kentucky, New York, Kansas, and Nebraska.	do do
123,615	do	do	Reporting and publishing in Daily Globe the proceedings of House, 1st session 34th Congress.	do do
123,616	do	do	Stationery for House of Representatives	do do
123,617	do	do	Folding documents for House of Representatives	do do
123,618	do	Aug. 5, 1856	Books voted to members of 33d Congress	do do
123,619	do	do	24 copies of Congressional Globe and Appendix, of 1st session 33d Congress, for delegates from Kansas and Nebraska.	do do
123,620	do	do	Binding 192 volumes Congressional Globe and Appendix, 1st session 33d Congress, for delegates from Kansas and Nebraska.	do do
123,621	do	do	Balance due J. C. Rives for publishing proceedings of House of Representatives, 2d session 33d Congress.	Voucher dated May 23, 1856
123,622	do	do	Compensation of 21 messengers of House	From February 6 to June 30, 1856.
123,623	do	do	Compensation of messengers in charge of the hall of the House	do do
123,624	do	do	Compensation of pages of the House	do do
123,625	do	do	Compensation of two messengers in office of the Clerk of the House	do do

ADJUSTMENTS—Continued.

No. of report.	Date of report.	Date of Compt's revision.	Nature of account.	Period for which rendered.
123,686	Aug. 4, 1856	Aug. 6, 1856	Binding documents for House	From February 6 to June 30, 1856.
123,790	Aug. 12, 1856	Aug. 13, 1856	Miscellaneous items in House of Representatives	....do.... do....
123,808	Aug. 13, 1856	Aug. 14, 1856	In purchase of such books for members of 32d as were furnished to members of 28th, 29th, 30th, and 31st Congresses.	Voucher dated June 27, 1856.....

E No. 23.

TREASURY DEPARTMENT,
Comptroller's Office, December 29, 1856.

R: Your attention is invited to the second section of an act ap-ed on the 31st of January, 1823, entitled "An act concerning the ursement of public money," vol. 3, page 723.
requires disbursing agents, and officers having public money to urse, to render their accounts quarter-yearly to the proper ac-ting officers of the treasury, with the vouchers, within three ths, at least, after the expiration of each successive quarter, &c.
return of your accounts include the 30th of June, so far as re-s have been made; and a compliance with the law at your early enience, so far as the lapse of time permits, is requested.

Most sincerely yours,

ELISHA WHITTLESEY.

on. WILLIAM CULLOM,
Clerk of the House of Representatives.

E No. 24.

TREASURY DEPARTMENT,
Comptroller's Office, February 14, 1857.

IR: Per report 125,846 an account has been adjusted between the ited States and yourself, for folding documents for the House of presentatives, from July 1 to December 31, 1856, and a balance nd due to you of $4,276 93.

Respectfully, yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives.

E No. 25.

TREASURY DEPARTMENT,
Comptroller's Office, February 16, 1857.

IR: Per the following reports accounts have been adjusted between United States and yourself, from the 1st of July to the 31st of ember, 1856, with the annexed results:
er report 125,847, for engraving and lithographing for the House epresentatives, and a balance found due to you of $2,737 97.
er report 125,848, for binding documents for the House of

Representatives, and a balance found due to the United States of $25,878 84.

Per report 125,855, for compensation of pages and mail boys in the House of Representatives, and a balance found due to you of $1,397.

Respectfully, yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives,
Washington City.

E No. 26.

TREASURY DEPARTMENT,
Comptroller's Office, February 17, 1857.

SIR: Per the following reports accounts have been adjusted between the United States and yourself, from the 1st of July to 31st of December, 1856, with the annexed results:

Per report 125,852, for furniture and repairs of the House of Representatives, and a balance found due to you of $7,414 01.

Per report 125,857, for Statutes at Large for members of the House of Representatives, and said account has been closed.

Per report 125,858, for entire compensation to clerks, &c., of Kansas investigating committee, and a balance found due to the United States of $600.

Per report 125,863, for binding 24 copies Congressional Globe and Appendix for each member and delegate, first session of the 34th Congress, and said account has been closed.

Per report 125,864, for books for new members from Virginia, Kentucky, and New York, and delegate, from Kansas and Nebraska, and a balance found due to the United States of $1,000 71.

Per report 125,859, for fuel, oil, and candles for the House of Representatives, and a balance found due to the United States of $352 65.

Per report 125,865, for furniture for committee rooms in the south wing of the extension of the Capitol, and a balance found due to the United States of $1,706 64.

Per report 125,866, for compensation of 21 messengers in the House of Representatives, and the said account has been closed.

Per report 125,867, for 24 copies Congressional Globe and Appendix for each member and delegate, first session 34th Congress, and said account has been closed.

Respectfully, yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives,
Washington City.

E No. 27.

TREASURY DEPARTMENT,
Comptroller's Office, February 18, 1857.

SIR: Per the following reports accounts have been adjusted between the United States and yourself, from 1st July to 31st December, 1856, with the annexed results:

Per report 125,869, for Annals of Congress for library of the House of Representatives, and said account has been closed.

Per report 125,871, for compensation of laborers in the House of Representatives, and said account has been closed.

Per report 125,873, for books voted for members of the 33d Congress, and a balance found due to the United States of $1 47.

Per report 125,885, for Annals of Congress for 143 members of the 32d Congress, and said account has been closed.

Per report 125,853, for horses and carriages for use of the House of Representatives, and a balance found due to you of $417 64.

Per report 125,919, for miscellaneous items in the House of Representatives, and a balance found due to the United States of $261 19.

Respectfully, yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives, Washington City.

E No. 28.

TREASURY DEPARTMENT,
Comptroller's Office, March 25, 1857.

SIR: Per the following reports accounts have been adjusted between the Unted States and yourself for salaries, from July 1 to December, 31, 1856, with the annexed results:

Per report 125,860, for salaries of officers, clerks, &c., of the House of Repre-entatives, and a balance found due to the United States of $693 48.

Per report 125,854, for salaries of clerks on land maps, clerks of committees, &c., and a balance found due to you of $1,167 63.

Per report 125,861, for salaries of clerks to committees of the House, and said account has been closed.

Per report 125,868, for salaries of the Capitol police, and said account has been closed.

Respectfully, yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives, Washington City.

E No. 29.

OFFICE HOUSE OF REPRESENTATIVES OF U. S.
March 26, 1857.

DEAR SIR: The requisition sent to the treasury on this day is to pay the extra compensation ordered by the first session of the late Congress. And the list of persons heretofore furnished you comprise those alone who are entitled under the law, as no subsequent change in my office could affect their vested legal rights to the same.

I am, sir,

WILLIAM CULLOM,
Clerk of the House of Representatives U. S.

Hon. ELISHA WHITTLESEY,
Comptroller, &c.

E No. 30.

TREASURY DEPARTMENT,
Comptroller's Office, April 1, 1857.

SIR: The following resolution was adopted by the House of Representatives:

"IN THE HOUSE OF REPRESENTATIVES, *March* 2, 1857.

"*Resolved*, That there be paid, out of the contingent fund of the House, a like amount of additional compensation to the same officers, clerks, messengers, and other employés of the House, and others, as was directed to be paid at the first session of the present Congress by the resolution of the House of August 15, 1856."

The Hon. Wm. Cullom, Clerk of the House of Representatives, has not made a requsition upon the department for money to pay those entitled thereto by virtue of the said resolution. Mr. Darling, Doorkeeper of the House of Representatives, has given four certificates on the like number of lists of names, stating that the several persons were employed during the 3d session of the 34th Congress in the capacities he designates, and that they are entitled to the benefit of said resolution:

List No. 1 contains the names of 14 pages	14
List No. 2 contains the names of 13 folders	13
List No. 3 contains the names of 22 private folders	22
List No. 4 contains the names of 3 laborers	3
Whole number	52

Those classes of employés were paid the usual extra compensation under the resolution of the House of Representatives of August 15, 1856, and I see no objection to paying them under the resolution of March 2, 1857.

Mr. F. S. Evans and Mr. John F. Sharretts, in their letter addressed to you on the 28th ultimo, which was referred to this office, say:

"We are informed that not one of the persons named in the accompanying lists has received a cent for their services since the 1st of January last and that, notwithstanding their earnest and frequent appeals for relief, which have been made to General Wm. Cullom, Clerk of the House, and the distress and suffering resulting from his failure to do so, he has failed up to the present time to make a requisition upon the treasury for the money to pay either the per diem accruing since the first of January or the extra compensation authorized by the enclosed resolution to the persons named in the rolls herewith submitted; and we have good reason for believing that such requisition will not be made by General Cullom until required by you to do so."

On the 24th of January, 1857, William Cullom, Clerk of the House of Representatives, made a requisition on the Secretary of the Treasury containing the following clause:

For compensation of officers, clerks, messengers, and others, receiving an annual salary in the service of the House of Representatives	$6,628 90
The requisition for February, for like purposes, was	6,585 70
The requisition for March was	6,747 92

His accounts not having reached this office, I cannot say whether any of the persons named in the four lists certified by Mr. Darling were included in the requisitions mentioned, but I suppose not.

In his requisition for February last is this clause:

For pages and mail boys	$1,665
For pages and mail boys for March	1,600

The letter of Mr. Evans and of Mr. Sharretts, and the lists referred to therein, are returned herewith.

Most respectfully, yours,

ELISHA WHITTLESEY.

Hon. HOWELL COBB,
Secretary of the Treasury.

List No. 1.

This is to certify that the following named persons have been regularly employed as pages on the floor of the House of Representatives during the third session of the 34th Congress, and are entitled to an "extra compensation" of two hundred dollars, under the resolution of the House of Representatives of March 2, 1857:

Duncan France,	D. Johnson,
E. Stanley Schreiner,	E. S. Matthews,
Samuel E. Buckner,	George Mann,
Joseph C. Lewis,	Joseph B. Wilde,
George C. Mitchell,	W. P. Bell,
R. M. Page,	Wm. B. Cushing,
A. Durrin,	R. W. Townshend.

N. DARLING,
Doorkeeper of House of Representatives.

List No. 2.

This is to certify that the following persons have been regularly employed in the folding-room of the House of Representatives during the 3d session of the 34th Congress, and are entitled to an "extra compensation" of two hundred and fifty dollars, ($250,) under the resolution of the House of Representatives, March 2, 1857:

John T. Chancey,
W. H. H. Shinn,
Theo. A. Foster,
Henry Lee,
Archibald Hinshillwood,
James G. Nokes,
A. C. Orr,
M. M. Hitchcox,
A. C. Dunham,
R. H. Stewart,
John E. Evans,
A. M. Noyes,
H Benezett.

N. DARLING,
Doorkeeper of House of Representatives.

List No. 3.

This is to certify that the following named persons have been regularly employed as private folders in the folding-room of the House of Representatives of the United States during the 3d session of the 34th Congress, and are entitled to an "extra compensation" of two hundred dollars, under the resolution of the House of Representatives, March 2, 1857.

Franklin Barrett,
Thomas S. Burch,
Charles Crider,
S. B. Deitz,
John Dement,
John H. Dixon,
James E. Gaither,
F. S. Gaither,
F. O. Hall,
D. C. Hickey,
John Howard,
John G. Kolb,
James Mighan,
George H. Miller,
James Redmond,
John T. Shaw,
S. Strachan,
A. H. Thompson,
George P. S. Tucker,
William H. West,
W. H. H. Wilson,
George H. Noyes.

N. DARLING,
Doorkeeper of House of Representatives.

List No. 4.

This is to certify that the following named persons have been regularly employed as laborers under the Doorkeeper of the House of Representatives of the United States during the third session of the

34th Congress, and are entitled to an "extra compensation" of two hundred dollars, under the resolution of the House of Representatives, March 2, 1857:

Robert Jackson, Henson Brown,
William Smith.

N. DARLING,
Doorkeeper of House of Representatives.

E No. 31.

TREASURY DEPARTMENT,
Comptroller's Office, April 2, 1857.

SIR: Per report 125,856 an account has been adjusted between the United States and yourself, to December 31, 1856, for additional compensation to employés, under resolution of August 15, 1856.

Respectfully, yours,

ELISHA WHITTLESEY.

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives,
Washington City.

E No. 32.

TREASURY DEPARTMENT,
Comptroller's Office, April 8, 1857.

SIR: It is within your knowledge that the Hon. William Cullom, Clerk of the House of Representatives, executed a power of attorney, on the first day of this month, constituting you his attorney to make and sign requisitions on the treasury, as such attorney, for him and in his name. Mr. Bates, the messenger, who has been in the habit of bringing the requisitions of the said Clerk to this office, preparatory to issuing the warrants, has presented one this morning purporting to have been signed by William Cullom, Clerk of the House of Representatives of the United States, which I am satisfied was not signed by said William Cullom. It bears date of this day, and is—

"For engraving, electrotyping, and lithographing, $20,000."

From the full belief and conviction that Mr. Cullom is not in the city, and has not been for several days, I cannot, as an officer of the government, bound to protect it, as far as within me lies, from all illegal advances to disbursing officers. I decline to recommend that said advance be made.

If I am incorrect in my conviction that the signature is not Mr. Cullom's, I shall be gratified to be convinced of my error.

Most sincerely yours,

ELISHA WHITTLESEY.

WILLIAM P. INGRAM, Esq.,
Chief Clerk of the House of Representatives.

E No. 33.

TREASURY DEPARTMENT,
Comptroller's Office, April 11, 1857.

SIR: The House of Representatives of Congress on the 2d of March last adopted the following resolution:

"*Resolved*, That there be paid, out of the contingent fund of the House of Representatives, a like amount of additional compensation to the same officers, clerks, messengers, and other employés of the House, and others, as was directed to be paid at the first session of the present Congress by the resolution of the House of August 15, 1856."

There are a class of persons within the true intent and meaning of this resolution that are not embraced in the prohibitory clause of the joint resolution of the 20th of July, 1854, who ought to be paid, if there is an appropriation that can be legitimately used for that purpose. Many of the persons composing it are minors, some of them having widowed mothers, who, to some extent, depend upon the services of their sons for support; and none of them, so far as I have any knowledge on the subject, are in easy circumstances. Many inquiries have been made by or on the part of those concerned respecting the payment of the class of employés referred to, and it has been stated that some of the persons have been obliged to assign their claims at a discount to raise money.

Seventeen of the contingent appropriations for the House of Representatives are for specific objects that cannot, as I conceive, be used for any other than the designated purposes, except under the law regulating transfers.

The eighteenth contingent appropriation is as follows: "For miscellaneous items, $50,000."

I submit for your consideration two questions:

First. Can any part of that appropriation be used to pay the employés under the resolution of March 2, copied above, who are not within the prohibitory clause of the joint resolution of July 20, 1854?

Second. If so, can the payment be made before the first of July next?

The Clerk has made no requisition for this class of employés, nor did he under the resolution of the House of Representatives of August 15, 1856. Under that resolution he drew for himself, and for the officers within his class; and this year he has drawn a requisition for the same class under the second section of the deficiency act, and received the money. To remove the complaint that existed last year by the folders, pages, and others of that class, the Secretary of the Treasury having, through the correspondence of this office, obtained a list of the names of the persons entitled to pay, and the amount due to each, he drew his warrant upon the treasury, which being perfected according to law, the money was drawn from the treasury, a draft was sent to the Clerk, with a list of the names of the persons to be paid and the amount due to each noted.

If relief can be legally granted in this mode, or in some other that may appear to you better adapted to the occasion, much gratification

would be given to those concerned, and much anxious solicitude terminated.

Most sincerely yours,

ELISHA WHITTLESEY

Hon. HOWELL COBB,
Secretary of the Treasury.

E No. 34.

TREASURY DEPARTMENT,
April 16, 1857.

SIR: I have received your communication of the 11th instant, relative to a resolution of the House of Representatives of the United States of the 2d ultimo, granting the same additional compensation to the same officers, clerks, messengers, and other employés of the House, and others, as was directed to be paid at the first session of the present Congress by the resolution of the House of August 15, 1856, in which you submit two questions for my consideration:

First. Can any part of the appropriation for miscellaneous items, (one of the contingent appropriations of the House,) $50,000, appropriated in the annual bill for the service of the fiscal year ending June 30, 1858, be used to pay the employés under the resolution of March 2, who are not within the prohibitory clause of the joint resolution of July 20, 1854?

Second. If so, can the payment be made before the first of July next?

It appears, in the after part of your communication, that the Clerk of the House has not as yet made a requisition upon the department for this object, and that he did not do so last year, but that the late Secretary of the Treasury obtained, through your office, a list of the names of the persons who were then entitled to be paid, and caused a warrant to be issued in favor of the Clerk of the House for the amount found to be due, and furnished the Clerk with the names of the parties that were to receive the same. A special appropriation was made by Congress to meet this latter case, and the late Secretary did not, in his action in that case, decide that he had the power to interfere with a general contingent fund of the House that came under the control of the Clerk of the House.

As I consider that I have no right to interfere with the appropriations made for the ordinary contingent expenses of the House of Representatives, excepting under *very extraordinary* circumstances, particularly as I am not aware what contracts may be in existence to be satisfied from the appropriations, I think proper respectfully to decline answering the questions propounded by you until the requisition is received from the Clerk of the House in due form.

Very respectfully, your obedient servant,

HOWELL COBB,
Secretary of the Treasury.

Hon. E. WHITTLESEY,
Comptroller.

E No. 35.

TREASURY DEPARTMENT,
Comptroller's Office, April 14, 1857.

SIR: Your letter of present date, making a requisition upon the treasury for $450, has been received, and designating the payment of said sum as follows: $250 being for the purpose of paying L. Boss, clerk to Invalid Pension Committee; $200 for the purpose of paying Henson Brown, laborer, (or scavenger.)

As you request the amount of the requisition may be charged to the appropriation in "An act making appropriations for certain civil expenses of government for the year ending 30th June, 1857," approved August 18, 1856, before I can approve the requisition it is necessary that you should state whether Mr. Boss was employed as clerk to said Invalid Pension Committee at the 1st session of the 34th Congress; and, also, to state why Mr. Brown was not included in the list of names furnished by Mr. Cullom in September, 1856, and what services he performed.

Respectfully, yours,

ELISHA WHITTLESEY,
Comptroller.

W. P. INGRAM, Esq., *Attorney for Mr. Cullom,*
Chief Clerk House of Representatives.

E No. 36.

CLERK'S OFFICE, HOUSE OF REPRESENTATIVES, U. S.,
April 16, 1857.

SIR: In answer to yours of 14th instant, I would state that "Mr. Boss was employed as clerk to said Invalid Pension Committee at the 1st session of the 34th Congress."

As to Mr. Henson Brown, please see letter herewith enclosed from Doorkeeper House of Representatives.

Very respectfully,

W. P. INGRAM,
Chief Clerk, Ho. Reps. U. S.

Hon. E. WHITTLESEY,
Comptroller.

FOLDING ROOM, HOUSE OF REPRESENTATIVES,
Washington, D. C., April 16, 1857.

SIR: Your letter of the 14th instant has been received, and, in reply, I would say that Mr. Henson Brown has been employed, ever since I have been an officer of the House, as scavenger, as his accounts will

show, and his name was inadvertently omitted by my clerk from the list of names furnished the Clerk of the House of Representatives, of persons employed by the Doorkeeper who were entitled to the benefit of the resolution of 15th August, 1856, for extra compensation. His name certainly should have been there.

Respectfully, yours,

N. DARLING,
Doorkeeper, Ho. of Reps.

WM. P. INGRAM, Esq.,
Chief Clerk, House of Representatives.

E No. 37.

TREASURY DEPARTMENT,
Comptroller's Office, April 20, 1857.

SIR: Per the following reports accounts have been adjusted between the United States and yourself, for the quarter ending 31st March, 1857, with the annexed results:

Per report 126,983, for books voted to members of the thirty-third Congress, and a balance found due to you of $608 53.

Per report 126,984, for fuel, oil, and candles, and a balance found due to you of $199 32.

Per report 126,985, for horses and mail carriages, and a balance found due the United States of $645 36.

Per report 126,986, for furniture and repairs, and a balance found due to you of $1,987 34.

Per report 126,987, for entire compensation to the clerks, Sergeant-at-arms, &c., of the Kansas investigating committee, and said account has been closed.

Per report 126,988, for furniture for committee rooms in the south wing of the extension of the Capitol, and a balance found due to you of $3,063 86.

Per report 126,989, for folding documents for members of the House of Representatives, and a balance found due to you of $13,892 98.

Respectfully, yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Reps., Washington City.

E No. 38.

TREASURY DEPARTMENT,
Comptroller's Office, April 29, 1857.

SIR: Per the following reports accounts have been adjusted between the United States and yourself, in the quarter ending 31st March, 1857, with the annexed results:

Per report 127,111, for one hundred copies of Congressional Globe and Appendix, and an amount found due to you of $262 50.

Per report 127,112, for binding twenty-four copies of Congressional Globe and Appendix for each member and delegate of the first session of the thirty-fourth Congress, and a balance found due to you of $7,341 15.

Per report 127,113, for engraving and lithographing for the House of Representatives, and a balance found due to the United States of $20,977 15.

Per report 127,114, for additional compensation of John C. Rives for Congressional Globe and Appendix, and said account has been closed.

Per report 127,115, for reporting and publishing the proceedings of the thirty-fourth Congress, and a balance found due to you of $5,399 08.

Per report 127,117, for compensation of pages and mail bags, and a balance found due to the United States of $83.

Per report 127,116, for compensation of laborers employed in the House of Representatives, and a balance found due to you of $2,839 12.

Respectfully, yours,

ELISHA WHITTLESEY,
Comptroller.

WILLIAM CULLOM, Esq.,
Clerk of the House of Reps., Washington City.

E No. 39.

TREASURY DEPARTMENT,
Comptroller's Office, May 11, 1857.

SIR: Per report 127,207 an account has been adjusted between the United States and yourself, in the quarter ending 31st March, 1857, for newspapers for members of the House of Representatives, and a balance found due to the United States of $63 40.

Respectfully, yours,

W. MEDILL, *Comptroller.*

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives, Washington City.

E No. 40.

TREASURY DEPARTMENT,
Comptroller's Office, May 27, 1857.

SIR: Per report 127,368 an account has been adjusted between the United States and yourself, for additional compensation to the employés of the House of Representatives, under the resolution of the

House of the 15th of August, 1856, and under the 2d section of the act of March 3, 1857, "An act to supply the deficiencies in the appropriations for the service of the fiscal year ending 30th June, 1857," and said account has been closed.

Respectfully, yours,

W. MEDILL, *Comptroller.*

WILLIAM CULLOM, Esq.,
Disbursing Agent, Washington City.

E No. 41.

TREASURY DEPARTMENT,
Comptroller's Office, May 29, 1857.

SIR: Per report 127,339 an account has been adjusted between the United States and yourself, for the quarter ending 31st March, 1857, for stationery for the members of the House of Representatives, and a balance found due to the United States of $3,487 32.

Respectfully, yours,

W. MEDILL, *Comptroller.*

WILLIAM CULLOM, Esq.,
Disbursing Agent, Washington City.

E No. 42.

TREASURY DEPARTMENT,
Comptroller's Office, June 19, 1857.

SIR: Upon reference to the appropriation made on the 4th of August, 1854, for 24 copies of the Congressional Globe and Appendix, for the 1st session 33d Congress, for each member and delegate of the House of Representatives, there remains a balance of $144; and of the appropriation made on the 4th of August, 1854, for reporting and publishing 2,865 columns of the proceedings of the House of Representatives, 1st session 33d Congress, there remains a balance of $448 03; therefore, I have to ask whether any debts have been incurred that remain to be satisfied out of said balances, or what circumstances, if any there be, that would justify their being withheld from the operation of the surplus fund act on the 30th instant.

Respectfully, yours,

W. MEDILL, *Comptroller.*

WILLIAM CULLOM, Esq.,
Clerk of the House of Representatives.

E No. 43.

CLERK'S OFFICE HOUSE OF REPRESENTATIVES OF U. S.,
July 3, 1857.

DEAR SIR: The account of the Sergeant-at-arms, with that of the undertaker, for burial and transportation expenses of the remains of the late Hon. S. W. Harris, of Alabama, has been presented at this office for payment, and if approved by you, I am quite ready to do so, as I do not doubt their justice.

I am, very truly, yours,

WM. CULLOM,
Clerk House of Representatives of U. S.

Hon. HOWELL COBB,
Secretary of the Treasury.

Endorsed: Respectfully referred to First Comptroller.

G. RODMAN,
Chief Clerk.

TREASURY DEPARTMENT, *July* 6, 1857.

E No. 44.

TREASURY DEPARTMENT,
Comptroller's Office, July 16, 1857.

SIR: Your letter of the 3d instant, addressed to the Hon. H. Cobb, Secretary of the Treasury, in relation to the account for transporting to his former residence, in Alabama, the remains of the Hon. S. W. Harris, an ex-member of Congress, who died in this city, has been referred to this office for answer.

The funeral expenses of members have usually been paid on the allowance of the Committee on Accounts of the appropriate House, but I am not certain that those of an ex-member could be paid without some action on the part of Congress. It is probable, moreover, that no expenditure of this kind can now be made without express authority of law, since the Secretary has decided that the 2d section of the act of March 3, 1845, providing "that no part of the appropriations which may be made for the contingent expenses of either house of Congress shall be applied to any other than the ordinary expenditures of the Senate and House of Representatives, respectively," is still in full force.

Congress will no doubt award to the memory of the deceased the customary honors due to so distinguished a colleague.

I am, very respectfully, your obedient servant,

W. MEDILL,
Comptroller.

Hon. WM. CULLOM,
Clerk House of Representatives of the United States.

E No. 45.

TREASURY DEPARTMENT,
Comptroller's Office, July 6, 1857.

SIR: Per report 127,956 an account has been adjusted between the United States and yourself, in the quarter ending March 31, 1857, for compensation of the Capitol police, and a balance found due to the United States of $457 50.

Per report 127,957, for salaries of officers, clerks, and others receiving an annual salary, and a balance found due the United States of five cents. By your account current this account is closed. The difference of five cents arises from error of calculation in the salary of Daniel Waldo, chaplain, per voucher 1610, the amount being $\frac{10}{366}$ of $750—which is equal to $20 55, and not to $20 60, as charged.

Respectfully, yours,

W. MEDILL,
Comptroller.

WM. CULLOM, Esq.,
Clerk of the House of Representatives,
Washington Oity.

E No. 46.

TREASURY DEPARTMENT,
Comptroller's Office, August 24, 1857.

SIR: I have to advise you that per report 128,432 an account has been adjusted between the United States and yourself, for binding documents in the quarter ending 31st March, 1857, and a balance found due to you of $790, agreeing with your statement.

W. MEDILL,
Comptroller.

Hon. WM. CULLOM,
Clerk of the House of Representatives.

E No. 47.

TREASURY DEPARTMENT,
Comptroller's Office, September 26, 1857.

SIR: Per report 128,953 an account has been adjusted between the United and yourself, for salaries of officers receiving an annual salary in the House of Representatives, and a balance found due to the United States of five cents.

Per your account current there is no balance; the difference is therefore as above, five cents, which is fully explained by my letter to you of July 6, 1857.

W. MEDILL,
Comptroller.

WM. CULLOM, Esq.,
Clerk of the House of Representatives.

E No. 48.

TREASURY DEPARTMENT,
Comptroller's Office, October 30, 1857.

SIR: I have to advise you, per report of the First Auditor, No. 127,996, an account for the 1st quarter of 1857 has been adjusted between the United States and yourself, for disbursements made out of the appropriation for "compensation of clerks on land maps, clerks to committees, and temporary clerks," and a balance found due the United States of $1,443 41, which agrees with your statement.

W. MEDILL,
Comptroller

Hon. WILLIAM CULLOM,
Clerk of the House of Representatives.

E No. 49.

TREASURY DEPARTMENT,
Comptroller's Office, December 18, 1857.

SIR: An account has been adjusted at the treasury between the United States and yourself, for compensation of officers, clerks, and others, in the employ of the House of Representatives, from July 1 to November 30, 1857, and there is found to be due to the United States, per report No. 129,506, five cents.

Said account was closed per your statement. This difference arises from an overpayment to the Rev. D. Waldo, chaplain, charged in your account for the 1st quarter of 1857, and explained in my letter to you of July 6.

A note in your last account current calls my attention to the act which provides for the payment of said chaplain's salary, and you state that he "was paid accordingly, that is, $1,500, for the 34th Congress."

To which I have respectfully to reply, that the payment in question was not for the balance which might be due him for services during the 34th Congress, but the voucher specifies a period, viz: "from 22d to 31st December, 1856," being $\frac{10}{365}$ of a year, which, at the rate of $750 per annum, equals $20 55, and not $20 60, as charged in your account.

W. MEDILL,
Comptroller.

Hon. WM. CULLOM,
Late Clerk of the House of Representatives.

TREASURY DEPARTMENT, *February* 15, 1859.

SIR: I have the honor to enclose herewith, in compliance with the request contained in your letter of this date, a copy of the receipt of

F. Waters for books ordered to be distributed under the act of March 3, 1857.

I am, very respectfully,

HOWELL COBB,
Secretary of the Treasury.

Hon. H. MAYNARD,
Chairman Investigating Committee, H. R.

COMMITTEE OF WAYS AND MEANS,
February 11, 1858.

SIR: In order to enable the committee to arrive at the sum necessary to meet the expenses of the several investigating committees appointed by the authority of the House of Representatives, and for the payment of which an appropriation of money is necessary, I am directed by this committee to request that you will be pleased to furnish it with an estimate of the amount which will be required to pay the mileage and attendance of such witnesses as have been summoned to appear before the committee of which you are chairman, and of all other expenses incident to the investigation which it has in charge, under an order of the House of Representatives.

I am, with great respect, your obedient servant,

J. GLANCY JONES, *Chairman.*

Hon. HORACE MAYNARD,
Chairman Special Committee, &c.

WASHINGTON, *February* 18, 1856.

We, the undersigned, being personally acquainted with Mr. John Tretler, know him to be a practical bookbinder, in all the different branches of business, and to be an excellent and faithful workman; and believe, from the manner in which he has uniformly executed his work, that any binding which may be committed to him for execution will be done in the best style and most durable manner. He has been engaged in the business in this city for many years past, and his reputation as a citizen is irreproachable, and that any contract or agreement he may make will be strictly complied with.

JOHN T. TOWERS.
W. W. SEATON.
PETER FORCE.

THIRTY-FOURTH CONGRESS OF THE UNITED STATES OF AMERICA,

AT THE THIRD SESSION,

Begun and held at the City of Washington, on Monday, the first day of December, one thousand eight hundred and fifty-six.

A RESOLUTION to provide for the settlement of certain accounts of the disbursing officers of the two houses of Congress.

Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the extra compensation given by each of the two houses of Congress in the year eighteen hundred and fifty-six and in the year eighteen hundred and fifty-seven to its officers and employés shall be paid by its disbursing officer out of the contingent fund, and his accounts therefor shall be allowed by the accounting officers of the Treasury Department. But nothing herein contained shall be so construed as to repeal the joint resolution of twentieth July, eighteen hundred and fifty-four, "to fix the compensation of the employés in the legislative department of the government, and to prohibit the allowance of the usual extra compensation to such as receive the benefits hereof;" which said resolution is hereby declared to be in full force and effect, except so far as herein provided for.

N. P. BANKS, JR.,
Speaker of the House of Representatives.
J. M MASON,
President of the Senate pro tem.

TREASURY DEPARTMENT,
February 11, 1858.

SIR: In compliance with your request of the 1st instant, made on behalf of the special committee to investigate the accounts of William Cullom, late Clerk of the House of Representatives, I have the honor to transmit herewith the report of the First Comptroller of the Treasury, together with copies of the correspondence of the late Comptroller of the Treasury on the subject, and of the official correspondence between the late Clerk and the Secretary and Comptroller of the Treasury.

I am, very respectfully,

HOWELL COBB,
Secretary of the Treasury.

Hon. HORACE MAYNARD,
Chairman of Special Committee,
House of Representatives.

"OFFICE HOUSE OF REPRESENTATIVES OF U. S.,
"*Washington, November* 20, 1857.

"Received of William Cullom, Clerk of the House of Representatives of the United States, the following books which were ordered to be distributed by the act of March 3, 1857, entitled 'An act to supply deficiencies in the appropriations for the service of the fiscal year ending the 30th June, 1857.'

"Gales & Seaton's Register of Debates.
"Congressional Globe and Appendix.
"Public Land Laws, Instructions, and Opinions.
"Elliott's Debates.
"Opinions of the Attorneys General.
"Finance Reports.
"Gales & Seaton's Annals of Congress.
"John Adams' Works.
"Jefferson's Works.
"Hickey's Constitution of the United States.
"Mayo & Moulton's Pension and Bounty Land Laws.

"The three boxes with books, as above, have been duly received.
"Very respectfully,
"F. WATERS.

"CHESTERTOWN, MD., *November* 25, 1857."

TREASURY DEPARTMENT,
Register's Office, February 15, 1859.

The foregoing is a true copy of the original on file in this office.
F. BIGGER, *Register*.

C.

The United States in account current with William Cullom, Clerk of the House of Representatives of the United States, for disbursements, on account of the contingent expenses of the House of Representatives, for map clerks, committee clerks, and temporary clerks in office Clerk House of Representatives, from the ——— to November 30, 1857, inclusive.

Dr.			Cr.	
		1857.		
To balance		March 31	By balance	$1,443 49
To amount of Abstract F, for disbursements for ———, approved and passed by the Committee on Accounts of the House of Representatives	$16,215 07	July 14	By amount of warrant on requisition of this date	12,094 01
		Dec. 1	....do.... do	2,677 57
To balance	1,800 00		By amount withheld from Wm. Bailey, J. C. Greenlease, J. J. Burnett, and S. S. Stanton, on vouchers returned to the treasury on the last quarter of the year 1856, $450 each, by reason of non-performance of service	1,800 00
	18,015 07			18,015 07
			By balance	1,800 00

Office of the Clerk of the House of Representatives, U. S.,
, 185 .

———— ————,
Clerk of the House of Representatives.

I hereby certify that the foregoing is a true copy of an account current filed in this office for settlement on the third day of March, 1858.

T. L. SMITH, *Auditor.*

The account current, of which the foregoing is a true copy, and certain vouchers purporting to cover the amount of disbursements therein charged, ($16,215 07) were filed in this office on the third day of March, 1858.

D. W. MAHON, *Chief Clerk.*

First Auditor's Office, *March* 17, 1858.

it.

I have the honor to be, very respectfully,

HOWELL COBB,
Secretary of the Treasury.

. HORACE MAYNARD,
Chairman Special Committee,
House of Representatives.

TREASURY DEPARTMENT, *May* 26, 1858.

I have the honor to acknowledge the receipt of your letter of d instant, requesting a copy of a letter written to this depart- some time in July, 1857, by John A. Hunnicutt, esq., in rela- the delivery of books to certain members of Congress by William n, Clerk, &c. In reply, I enclose herewith a letter, dated the August, 1857, from that person, and of the tenor above men- , which is presumed to be the one desired.

I am, very respectfully,

HOWELL COBB,
Secretary of the Treasury.

. HORACE MAYNARD,
Chairman of Select Committee on Accounts
of Wm. Cullom, late Clerk, &c., of House of Representatives.

OFFICE HOUSE OF REPRESENTATIVES UNITED STATES,
March 15, 1858.

: Your letter of this day's date has been received. I enclose

TREASURY DEPARTMENT,
Comptroller's Office, February 10, 1858.

SIR: I have the honor to acknowledge the reference from the department of the letter of the first instant of the Hon. Horace Maynard, chairman of the committee "appointed under the resolution of the House of Representatives of December 18, 1857, to investigate the conduct and accounts of William Cullom, the late Clerk," embodying therein the resolutions passed by the committee on the morning of the date of said letter of the chairman, viz:

"*Resolved*, That the Secretary of the Treasury be requested to furnish to this committee a copy of the letter addressed to him by Hon. E. Whittlesey, late Comptroller, giving his reasons for withholding his approval of a requisition drawn by General Cullom, late Clerk of the House of Representatives, for $50,000.

"Also, that the Hon. William Medill, present Comptroller of the Treasury, be requested to furnish this committee with a copy of the said requisition, and of all the said correspondence between the late Comptroller and late Clerk, in relation to the payment of any other requisition drawn by said Clerk, disapproved by Mr. Whittlesey, late Comptroller.

"And, also, copies of all the official correspondence between the late Clerk and the Secretary and Comptroller of the Treasury."

Herewith you will please find copies of all the papers called for, with the exception of the copy of the requisition of $50,000, the original of which, it is believed, was returned by the late Comptroller to the Clerk, by the hands of the messenger of the latter; also an abstract or schedule describing minutely and in order, with proper references, the contents of each and every paper.

By reference to the schedule, I apprehend the committee will have no difficulty in tracing out and determining the character of every paper transmitted.

The letter of the chairman of the committee is herewith returned.

I am, very respectfully, yours,

W. MEDILL, *Comptroller*.

HON. HOWELL COBB,
Secretary of the Treasury.

WASHINGTON, D. C., *August* 8, 1857.

SIR: I have just received your letter of this date, requesting me to draw up and make oath to a statement in reference to books delivered by the Clerk of the House of Representatives to the Hon. Messrs. Buffinton and Woodruff. I am not willing to say, upon oath or otherwise, that Mr. Cullom has not delivered books to those or any other gentlemen. I only know what the two gentlemen told me, to which, if necessary, I am willing at any time to make oath.

I am, very respectfully, your obedient servant,

JNO. A. HUNNICUTT.

HON. HOWELL COBB.

TREASURY DEPARTMENT,
Comptroller's Office, March 23, 1858.

SIR: Per report No. 130,205 an account has been adjusted between the United States and yourself, as agent for compensation of map clerks, clerks to committees, and temporary clerks, from 31st March, 1857, to the 7th December, 1857, and a balance found due from you to the United States of $1,799 92.

Respectfully, yours,

W. MEDILL,
Comptroller.

WM. CULLOM, Esq.
Late Clerk House of Representatives.

TREASURY DEPARTMENT,
Comptroller's Office, July 16, 1858.

SIR: In reply to yours of the 10th instant, asking for a detailed statement of difference in the account of William Cullom, esq., late Clerk of the House of Representatives of the United States, for miscellaneous items, &c., adjusted per First Auditor's report, No. 131,536, I have to state as follows:

For miscellaneous items, &c., from April 1 to December 7, 1857	$15,657 56
By this sum, being amount of vouchers disallowed in settlement of account for quarter ending March 31, 1858, and now allowed	450 00
Balance due United States	23,233 15
	39,340 71
Balance due United States, as above	23,233 15
Balance due United States, per Clerk's statement	17,935 95
Difference	5,297 20

Which arises as follows—

By vouchers disallowed, viz:

Vouchers 1586 and 1841, paid W. Sanborn, each $25	$50 00
1600 and 1851, paid T. W. Phipps, each $25	50 00
1694, paid Thomas J. Galt	609 00
1745, paid John M. Barclay	250 00
1829, paid T. E. J. Russwurm	150 00
1865, paid Joseph Garretson	543 35
1973, paid W. Cullom	750 00
2095, paid John Missimer	250 00
2096, paid John Bailey	950 00
2097, paid W. P. Ingram	650 00

Error in crediting balance due last settlement, report 130,915	$0 0
Voucher 2126, paid M. Burkhead	162 5
2265, paid M. McConnell	21 0
2266, paid John Carr	21 0
2303, paid Samuel Lee	20 0
2328, paid W. F. Corbitt	20 0
2871, paid W. P. Ingram	800 0
Add, also, for error in crediting balance due on last settlement of	3
Difference	5,297 2

Being payments made by the late Clerk in violation of the provisions of the 2d section of the act of March 3, 1845, and not legalized by act of May 4, 1858, to supply deficiencies, &c.

Respectfully, yours,

W. MEDILL,
Comptroller.

W. P. INGRAM, Esq.,
Late Chief Clerk House of Representatives of the United States.

Rejected vouchers at the treasury in settlement of William Cullom's accounts, ($5,311 85.)

William Sanborn, for increase of compensation as messenger in the House of Representatives, for months of January and February, 1857, $25 per month		$50 00
T. W. Phipps, same as above		50 00
Thomas J. Galt, compensation as superintendent of the folding-room of House of Representatives, from January 1, 1852, to July 1, 1853, at $1,500 per annum	$2,250	
Credit, by amount received on above account	1,641	
		609 0
John M. Barclay, clerical services on alphabetical index during the 33d Congress		250 0
T. E. J. Russwurm, for services at newspaper desk in the office of the Clerk of the House of Representatives, from January 10 to February 10, 1852		150 0
Joseph Garretson, services rendered in the night time in the folding-room of the House of Representatives, as assistant and as clerk, from March 1, 1856, to March 4, 1857, at $45 per month		543 3
William Cullom, for additional compensation for settling and adjusting the outstanding bills under the book resolution, found on file in the office, which belonged to my predecessor		750 0

John Missimer, services rendered during the recess of the 33d Congress, in folding, bagging, and packing Annals of Congress for colleges, literary institutions, and public or incorporated libraries, as provided by act of Congress approved March 3, 1851	$250 00
John Bailey, for compensation for additional services as clerk in the office of Clerk of the House of Representatives, at $25 per month, from May 1, 1850, to June 30, 1853	950 00
W. P. Ingram, for services as clerk to Committee on Accounts for 34th Congress	650 00
M. Burkhead, clerk to investigating committee	162 50
M. McConnell, for services as extra watchman in the passage way leading to hall of the House of Representatives of the United States, by authority of Committee on Accounts, from February 26 to March 3, at $3 per day	21 00
John Carr, same as above	21 00
Samuel Lee, for additional compensation for services in House post office prior to the organization of the House of the 1st session of the 34th Congress	20 00
W. F. Corbitt, same as above	20 00
W. P. Ingram, for disbursing contingent fund of the House of Representatives of the United States, 34th Congress, in part	800 00
Book account	15 00
	5,311 85

The Comptroller says: "Being payments made by the late Clerk in violation of the provisions of the 2d section of the act of March 3, 1845, and not being legalized by act of May 4, 1858, to supply deficiencies," &c.

HOUSE OF REPRESENTATIVES,
December 24, 1856.

SIR: I understand that the Clerk of the House of Representatives continues to state that he has made but one settlement with you, and that was at the end of the first quarter of his service, and at that time you requested that he should not ask settlements in your office except at the end of each year. I understood you differently in our last interview, and now desire your statement in writing, that I may use it in the debate which is to come up upon the bill of the Ways and Means Committee.

What settlements (if more than one) have you made with him; up to what period; why have you not required him to settle at the end of each quarter or *month*, as it is alleged you did with Col. Forney?

Yours, &c.,

GEO. S. HOUSTON

Hon. E. WHITTLESEY,
Treasury Department, D. C.

No. 125,854.

TREASURY DEPARTMENT,
First Auditor's Office, January 27, 1857.

I hereby certify that I have examined and adjusted an accou between the United States and William Cullom, Clerk of the Hou of Representatives, for salaries of clerks on land maps, &c., cler to committees, &c., and find him entitled to credit—

By amount of disbursements from July 1 to December 31, 1856	$10,667

I also find him chargeable—

To warrants on the treasurer, for part No. 6874, dated August 25, 1856	$4,500 (
For part No. 7059, dated September 26, 1856	5,000 (
Balance due the Clerk	1,167 (
	10,667 (

As appears from the statement and vouchers herewith transmitt for the decision of the Comptroller of the Treasury thereon.

$1,167 63. T. L. SMITH,
First Auditor.

The FIRST COMPTROLLER OF THE TREASURY.

COMPTROLLER'S OFFICE.

I admit and certify the above balance this 25th day of March, 18 E. WHITTLESEY,
Comptroller.

The REGISTER OF THE TREASURY.

S.

The United States in account current with William Cullom, Clerk of the House of Representatives of U. S., for disbursements, on account of contingent expenses of the House of Representatives, for clerks on land maps, clerks to committees, and temporary, from the first day of July to the 31st of December, 1856, inclusive.

DR.			CR.		
1856.			1856.		
	To balance			By balance	
Dec. 31	To amount of Abstract S, for disbursements for clerks on land maps, clerks to committees, &c., approved and passed by the Committee on Accounts of the House of Representatives of U. S.	$10,667 63	Aug. 25	By amount of warrant on requisition of this date	$4,500 00
			Sept. 26	....do....do....	5,000 00
			Dec. 31	By balance due William Cullom	1,167 63
					10,667 63
	To balance due Wm. Cullom	1,167 63			

OFFICE OF THE CLERK OF THE HOUSE OF REPRESENTATIVES U. S.,
, 185 .

_____, _____,
Clerk of the House of Representatives.

FIRST AUDITOR'S OFFICE, *January* 5, 1857.

W. P. LASSALLE.

COMPTROLLER'S OFFICE, *March* 25, 1857.

S.

Abstract of vouchers for disbursements by William Cullom, Clerk of the House of Representatives of the United States, on account of the contingent expenses of the House of Representatives, for compensation of clerks on land maps, clerks to committees, and temporary clerks, from the 1st day of July to the 31st of December, 1856, inclusive.

No.	To whom paid.	Amount.
784	Robert Beer	$92 00
785	B. B. Edwards	92 00
795	E. M. Crumpton	92 00
836	G. M. Weston	92 00
857	W. R. Mehaffy	84 00
885	J. Bailey	150 00
931	W. G. King	92 00
954	S. S. Stanton	300 00
956	M. W. Cluskey	58 63
1013	Map clerks' pay-roll	2,100 00
1052	A. R. Parker	308 32
1086	W. D. Washburn	249 46
1108	J. Bailey	150 00
1118	N. Sargent	140 00
1225	M D. C. Williams	141 85
1235	J Bailey	150 00
1239	C. F. Hurlburt	150 00
12.2	R. Prentice	150 00
1251	C. P. Wallach	150 00
1274	M. D. C. Williams	58 69
1297	J. Bailey	150 00
1303	Map clerks' pay-roll	1,200 00
1305	A. R. Parker	154 18
1306	Same	154 16
1355	J. Bailey	150 00
1365	J. J. Burnett	150 00
1373	J. C. Greenlease	150 00
1374	Map clerks' pay-roll	1,200 00
1375	A. R. Parker	154 16
1377	William Bailey	150 00
1378	J. N. Gordon	150 00
1382	S. S. Stanton	450 00
1447	J. Bailey	150 00
1449	Map clerks' pay-roll	1,200 00
1450	A. R. Parker	154 18
1458	S. S. Stanton	150 00
		10,667 63

We acknowledge to have received from the Hon. William Cullom, Clerk of the House of Representatives of the United States, the sum set opposite our names, respectively, for compensation as clerks em-

in the service of the House under resolution of May 4, 1848, month of October, 1856.

entice	$150	R. Prentice.
llach	150	C. P. Wallach.
rlburt	150	Cha's F. Hurlburt.
rdon	150	J. N. Gordon.
Williams	150	M. De C. Williams.
nett	150	J. J. Burnett.
enlease	150	J. C. Greenlease.
Bailey	150	Wm. Bailey.

e of Representatives of the United States to J. J. Burnett, Dr.

clerical services for the month of September, 1856, under reso- of House of Representatives of the United States of May 4, ne hundred and fifty dollars, ($150.)

mber 29, 1856, received of William Cullom, Clerk of the House esentatives of the United States, one hundred and fifty dollars, of the above account.

J. J. BURNETT.

of Representatives of the United States to J. C. Greenlease, Dr.

clerical services for the month of September, 1856, under the ion of the House of Representatives of the United States of 1848, one hundred and fifty dollars, ($150.)

mber 29, 1856, received of William Cullom, Clerk of the House esentatives of the United States, one hundred and fifty dollars, of the above account.

J. C. GREENLEASE.

cknowledge to have received from Hon. William Cullom, Clerk House of Representatives of the United States, the sums set e our names, respectively, for compensation as clerks employed ervice of the House under resolution of May 4, 1848, for the of November, 1856.

Gordon	$150	J. N. Gordon.
Prentice	150	Rufus Prentice.
Wallach	150	C. P. Wallach.
Hurlburt	150	Cha's F. Hurlburt.
Burnett	150	J. J. Burnett.
Greenlease	150	J. C. Greenlease.
m Bailey	150	Wm. Bailey.
C. Williams	150	M. De C. Williams.

House of Representatives of the United States to William Bailey, Dr.

For clerical services for month of September, 1856, under resolution of House of Representatives of May 4, 1848, one hundred and fifty dollars, ($150.)

November 29, 1856, received of William Cullom, Clerk of the House of Representatives of the United States, one hundred and fifty dollars, in full of the above account.

WM. BAILEY.

House of Representatives of the United States to S. S. Stanton, Dr.

For services for the months of September, October, and November, as temporary clerk in office of Clerk of the House of Representatives, four hundred and fifty dollars, ($450.)

December 1, 1856, received of William Cullom, Clerk of the House of Representatives of the United States, four hundred and fifty dollars, in full of the above account.

S. S. STANTON.

TREASURY DEPARTMENT,
Register's Office, March 11, 1858.

I certify the foregoing to be true copies of original papers on file in this office.

F. BIGGER,
Register.

TREASURY DEPARTMENT,
Comptroller's Office, March 11, 1858.

SIR: In compliance with your request to furnish the information called for in the letter of the Hon. Horace Maynard, chairman of the select committee of the House of Representatives to investigate the accounts and conduct of William Cullom, late Clerk of the House, of date the 8th March, I have the honor to enclose herewith the following papers:

1st. Copy of Comptroller's decision of October 8, 1852, in reference to the construction of the second section of the act of August 31, 1852 marked A.

2d. Copy of report of First Auditor, No. 125,854, together with the account of William Cullom, and the receipts of S. S. Stanton, J. J. Burnett, J. C. Greenlease, and William Bailey, marked B.

3d. Copy of account of William Cullom, now in the office of the First Auditor for settlement, in which he charges himself with the sum of $1,800, as the amount withheld by him "from William Bailey, J. C. Greenlease, J. J. Burnett, and S. S. Stanton, on vouchers re-

turned to the treasury on the last quarter of the year 1856, $450 each, by reason of non-performance of service," marked C.

4th. Copy of letter of Hon. George S. Houston, dated the 24th December, 1856, marked D.

The books of this office afford no evidence of Mr. Cullom's having refunded any money into the treasury at any time, or on any account.

The letter of Hon. H. Maynard is returned.

Respectfully, yours,

W. MEDILL, *Comptroller.*

Hon. HOWELL COBB,
Secretary of the Treasury.

WASHINGTON, *March* 2, 1855.

The Clerk of the House will please deliver to John C. Rives the Congressional Globe and Appendix from the 23d to the 30th Congress, inclusive, making 20 volumes, and charge them to me as a deduction from my set.

Z. KIDWELL.

JANUARY 11, 1851.

Clerk of the House of Representatives will deliver to John C. Rives my set Congressional Globe and Appendix, 20 volumes, which I am entitled to as a member of the House, to supply a set I obtained from him last winter.

V. E. HOWARD.

WASHINGTON CITY, *January* 2, 1851.

SIR: You will please deliver to John C. Rives the Congressional Globe and Appendix, the Attorneys General Opinions, and the Finance Reports, to which I am entitled as a member of the 31st Congress, and oblige,

W. SPRAGUE.

WHEELING, VA., *February* 7, 1853.

DEAR SIR: To-day I gave John C. Rives, esq., an order on you for the Congressional Globe and Appendix of last winter. The understanding that my printing and document account with him was to be taken out of this fund, and I supposed he had retained them for this purpose, as he should have done. It may be that Mr. Clemens and myself are entitled to copies each, as the law is for each member and delegate.

Yours, respectfully,

GEO. W. THOMPSON.

JOHN W. FORNEY, Esq.,
Clerk House of Representatives.

OFFICE HOUSE OF REPRESENTATIVES U. S.,
March 15, 1858.

I hereby certify that the foregoing are true copies of the original orders now on file in this office.

Attest:

J. C. ALLEN,
Clerk House of Representatives U. S.

TREASURY DEPARTMENT, *March* 16, 1858.

SIR: In compliance with the request of the select committee upon the accounts of William Cullom, late Clerk of the House of Representatives, I transmit herewith the report of the First Comptroller of the Treasury, with the following papers, which accompanied the same:

1st. Copy of the decision of the Comptroller of October 8, 1852, in reference to the construction of the second section of the act of August 31, 1852.

2d. Copy of report of First Auditor, No. 125,854, together with the account of William Cullom, and the receipts of S. S. Stanton, J. J. Burnett, J. C. Greenlease, and William Bailey.

3d. Copy of the account of William Cullom, now in the office of the First Auditor for settlement, in which he charges himself with the sum of $1,800, as the amount withheld by him from "William Bailey, J. C. Greenlease, J. J. Burnett, and S. S. Stanton, on vouchers returned to the treasury on the last quarter of the year 1856, $450 each, by reason of non-performance of service."

4th. Copy of a letter of Hon. George S. Houston, dated the 24th December, 1856.

With regard to that portion of your letter touching the refunding of any money into the treasury by Mr. Cullom, I have to say that, by the report of the First Comptroller, it appears that there is no evidence in his office of the refunding of any money into the treasary by Mr. Cullom, and this department has no information on the subject other than is contained in the letter of Mr. Cullom of the 16th, and that of this department of the 18th February last, herewith transmitted.

I am, very respectfully,

HOWELL COBB,
Secretary of the Treasury.

Hon. HORACE MAYNARD,
Chairman Select Committee, &c. &c., H. R.

WASHINGTON CITY, *February* 16, 1858.

On the first day of December last I issued my requisition upon the treasury for the catalogue price of eight sets of books. On the 7th day of December, 1857, I received a warrant from the treasury for five thousand one hundred and seventy-six dollars, the cost price of said eight sets of books. I had previously given an order to Messrs.

aylor & Maury, booksellers of this city, authorizing them to purchase ıd deliver, for the use of the House of Representatives, all books :quired under the resolution of said House of July 7, 1856, and the :t of March 3, 1857, in accordance with which they have delivered at ıe office of the House, as I am informed, more than three thousand ollars worth of said books, and have purchased under said authority, nd have ready for delivery, several thousand dollars worth more, erhaps all that will be required to comply with the law, and as aid warrant was placed in my hands, which I still hold for the pecific purpose of paying for said books, I respectfully ask your advice ıow I shall discharge my duty in the premises, and insure the observ- ıce of good faith towards the parties who have thus incurred a heavy utlay of their means.

As I stand charged at the treasury with the above amount, I await our instructions in the matter.

Very respectfully, your obedient servant,

WM. CULLOM.

Hon. HOWELL COBB,
Secretary of the Treasury.

TREASURY DEPARTMENT, *February* 18, 1858.

SIR: I have received your letter of the 16th instant, in which you tate that you hold a treasury draft for $5,176, which you received for he catalogue price of eight sets of books, which was issued to you on our requisition of December 1, 1857, for books under the resolution f the House of Representatives of July 7, 1856, and act of Congress f March 3, 1857, and requesting my advice as to how you are to dis- harge your duties in the premises; as this is a matter under the law hich does not immediately come under my control, but more properly ppertains to the House of Representatives, I respectfully suggest to ou whether it would not be better to take action on this subject hrough the proper channel in the House.

This department, however, is ready to receive your accounts under he said act of Congress, as laid down in the instructions in my etter of the 13th June, 1857, addressed to the First Comptroller, a opy of which was transmitted to you by him on the 16th of June fol- owing; and upon the adjustment thereof by the accounting officers of he treasury, if a balance should be found due to the United States, he amount can be repaid into the treasury by the draft you hold, and f it should exceed the amount of your indebtedness the remainder can e placed to the credit of any of your accounts that you may choose o designate.

I am, very respectfully, your obedient servant,

HOWELL COBB,
Secretary of the Treasury.

To the Hon. William Cullom, Clerk of the House of Representatives:

The undersigned, personal friends of William H. Minnix, esq., have known him long, and take pleasure in stating that in all his intercourse with the members and officers of the House he has in his official intercourse been found polite, prompt and impartial, possessing the strictest integrity in all the relations of life. Hoping you may find it compatible with your duty and inclination to retain him in his present position,

We are, very truly, your obedient servants,

L. M. Cox,
A. K. Marshall,
J. Morrison Harris,
Henry M. Fuller,
F. K. Zollicoffer,
Lewis D. Campbell,
J. D. Clawson,
Jno. S. Carlile,
Jacob Broom,
W. L. Underwood,
D. S. Walbridge,
C. K. Watson,
Sam. Brenton,
Will. Cumback,
B. F. Leiter,
J. H. Houghton,
L. M. Kennett,
Robert Trippe,
Percy Walker,
E. G. Reade,
M. W. Delahay,
Guy R. Petton,
James Bishop,
Rufus H. King,
D. F. Robison,
M. H. Nichols,
R. C. Puryear,
Killigh Miller,
Robt. T. Paine,
J. B. Ricaud,
Wm. Millward,
Jno. D. Campbell,
A. C. W. Pennington,
G. Porter,
Wm. W. Valk,
Galusha A. Grow,
E. M. Etheridge,
H. W. Hoffman,
Timothy Davis,
E. D. Cullen, of Delaware.

TREASURY DEPARTMENT,
Comptroller's Office, October 8, 1852.

In the matter of the construction of the second section of the civil and diplomatic appropriation act, approved August 31, 1852, allowing the clerks, messengers, watchmen, and laborers employed in the executive and legislative departments of the government in the city of Washington an increased compensation in certain cases:

Letters have been received from Mr. Hein, disbursing agent of the Coast Survey, from Mr. Easby, Commissioner of Public Buildings, and from Mr. Bradly, postmaster of the city of Washington, and from several others, all making inquiries whether the act does or does not extend to certain classes of persons. Opinions have been given heretofore in answer to certain inquiries made by John Wilson, esq. while Acting Commissioner of the General Land Office, and in answer to inquiries made by Mr. Zantzinger, disbursing agent of the State Department; but I am now called upon to give the section in question a broader and more extensive and general application, and hence i

becomes necessary to determine and define the meaning of the terms and general words used in the section, and to apply them, not only to a great number of cases, but to a number of distinct and different classes of cases.

The word "clerk" (as used in the section) has been held to include persons who are called "packers" and "draughtsmen" in a more minute subdivision of offices and designation of their duties; but what is the true meaning of the terms and words "in the executive and legislative departments of the government?"

Scientific writers on the subject of government usually treat of its powers in three divisions, legislative, executive, and judicial, and in this general and philosophical sense all the powers of government are often treated as divided into and included in three departments; all the executive and administrative powers being included in one department, known in common parlance as the executive department merely, as contra-distinguished from the legislative and judicial branches of the government. But the Constitution and laws of the United States use these words in a more limited sense. No such terms as "legislative department" or "judicial department" are used in the Constitution, nor are the terms "executive department" ever used in the singular number; on the contrary, the second section of the second article recognizes the division of the chief executive power between the President and several officers to be provided for by Congress, and designated in the first clause of the section as *the principal officer in each of the executive departments*, and designated in the second clause as "the heads of departments." The President "may require the opinion in writing of *the principal officer in each of the executive departments*," and Congress "may by law vest the appointment of such inferior officers as they may think proper in the President alone, in the courts of law, or in the heads of departments."

The act to establish the State Department, approved July 27, 1789, declares that there shall be an executive department, to be denominated *the Department of Foreign Affairs*, and that there shall be a principal officer therein, to be called the *Secretary for the Department of Foreign Affairs*.

The act to establish the War Department, approved August 7, 1789, provides that there shall be an executive department to be denominated the *Department of War*.

The act to establish the Treasury Department, approved September 2, 1789, provides that there shall be a *Department of Treasury*, in which shall be the following officers, namely: a Secretary of the Treasury, to be deemed head of the department, &c.

Similar offices existed under the confederation and prior to the adoption of the Constitution, including, also, a Secretary of Marine and a Postmaster General.

The departments, including the office of Attorney General, have been increased to seven. These seven departments established by Congress comprise the executive departments of the government referred to in the second section of the appropriation act under consideration; and in this view of the subject the office of the President is not included, nor are any of the persons included who are employed

in offices or situations under the immediate direction of the President, or in or about the presidential mansion; nor are any officers or persons included whose duties are not performed in one of those departments, or immediately connected with the legislative branch of the government.

Each of the departments, except the Interior and the office of Attorney General, has a building erected for offices for the head of the department, and for the bureau officers, clerks, messengers, and other persons, employed in such department. These buildings are known as executive buildings, as the places in which the several executive departments of the government are located. To be employed in an executive department has a legal and definite meaning that the person is employed in one of these executive buildings, in which one of the heads of department keeps his office; or that he is employed about executive duties of such a general (not local) character that he would perform his duties in such building, if the same were sufficiently large and commodious to accommodate all the persons necessary to do the business which the law contemplates shall be done in the department. For want of room in the executive buildings erected by the government a building has been rented for the Department of the Interior, and the Winder building has been rented for the use of several bureaus of the Navy, War, Treasury, and Interior Departments; I see no reason to doubt that all the persons employed in the bureaus in the Winder building, as well as in the building temporarily occupied by the Interior Department, are employed in the executive departments, within the meaning of the statute; but the question then arises as to the Census Office or bureau, the Coast Survey, the Commissioner of Public Buildings and Grounds, the city post office, the penitentiary, and arsenal, and the navy yard. Are they or any of them employed in the executive departments? The 5th section of the act making appropriations for the naval service declares that the per centage allowed to clerks in the departments shall be allowed to the clerks employed at the navy yard and marine barracks, in the city of Washington. The allowance is thus extended to those clerks, whether they are or are not included in the act as clerks in executive departments.

In order to determine what is meant by the words *employed in the executive departments at Washington*, it is necessary to look to the duties of each class of persons.

All the custom-house officers; all the local post masters; all the persons engaged in the survey and sale of public lands; all the Indian agents; all the foreign ministers and consuls; all the military and naval officers, soldiers, marines, and persons employed in the military and naval service, and in navy yards, erecting forts, piers, light-houses; the extension of the Capitol, Patent Office, and other public buildings, are subject to the superintending agency and direction of the heads of departments; but it would seem to me to be a very great abuse of language to say they are employed in the departments. They are employed in the executive branch of the government, but not in the executive departments. What are the powers exercised by the heads of the executive departments, and the duties performed in

them? On analyzing the powers and duties of the executive branch of the government, it will be found that those exercised by heads of departments and heads of bureaus consist—

1st. Of a general superintendence and direction of the execution of the laws within their respective departments.

2d. A general management of the finance and the superintendence and direction of the collection and disbursement of the revenue of the government; and

3d. The final settlement of all the accounts, disbursements, and expenditures of the government.

The President has a general superintendence over all the executive departments, is bound to see that the laws are faithfully executed, and holds substantially the same relations to the heads of departments that the heads of departments hold to the heads of bureaus.

The President, heads of departments, and heads of bureaus, are bound to see that the laws are faithfully executed within their respective spheres of duty; but they do not execute the laws in person. Their duties are of a superintending and directing character; the direct execution of the laws being intrusted to local and inferior officers, who are subject to their direction. The laws regulating commerce and navigation and providing for the collection of duties on imports are executed by the collectors of the customs and other local officers under the superintendence and direction of the Secretary of the Treasury and the Commissioner of Customs. The laws regulating the survey and sale of the public lands are executed by surveyors, receivers, and registers of the land offices, all of whom are local officers under the general superintendence of the Commissioner of the General Land Office and the Secretary of the Interior. The laws providing for taking the seventh census have been executed mostly by the marshals and their deputies, under the superintendence and direction of the Superintendent of the Census and the Secretary of the Interior. The Census Office is as substantially a bureau of the Interior Department as the General Land Office is.

The word bureau is the term or name generally used in common parlance, though not often used in the organic acts. The act to establish the Treasury Department provides for the appointment of a Comptroller, Auditor, Treasurer, and Register, but does not designate them as heads of bureaus, nor is the word bureau used in the act.

A provision was inserted in the general appropriation bill of March 3, 1843, for the re-organization of the plan of surveying the coast of the United States by means of a board of officers, who were to digest and report a plan, to be adopted by the President, and when so adopted the same was to be carried into effect as a law of the land. A plan was accordingly reported by a board of officers, which was adopted and carried into effect by the President of the United States. The plan adopted put the whole work under the general superintendence and direction of the Secretary of the Treasury as completely as the Land Office, the Indian bureau, or the Census Office are subject to the Secretary of the Interior, and even more so, for the Secretary of the Treasury not only appoints the Superintendent of the Coast Survey and his assistants, clerks, &c., but he also fixes their salaries.

The coast is surveyed under the superintendence and direction of the Superintendent (Mr. Bache) and his assistants. The work of surveying is necessarily done by hydrographical and topographical parties, on the coast itself, who report their proceedings and work to the Superintendent's office in this city, where the records and maps are made, and from which the instructions emanate for the performance of the work. It strikes me that the Coast Survey Office, in this city, is as much a bureau of the Treasury Department as the General Land Office and Census Office are bureaus of the Interior Department; that the Coast Survey Office should properly be in the Treasury building, if sufficient rooms therein could be spared for that object; and that the clerks, messengers, watchmen, and laborers employed in the Coast Survey Office are employed in an executive department within the meaning of the act. The employés in the Coast Survey Office, in order to distinguish their several duties from each other, are said to be called computers, draughtsmen, clerks, engravers, instrument makers, carpenters, and messengers, to which I suppose may be added laborers and watchmen. All of them, I think, with the exception of the instrument makers, carpenters, and engravers, are included in the terms, clerks, messengers, watchmen, and laborers, used in the act; that is to say, they are included for the time actually employed in the Coast Survey Office, and should be paid their per centage accordingly; but if any of them are employed a part of the year, as a portion of a topographical or hydrographical party in making surveys on the coast, they are not during that time employed in an executive department, and are not entitled to a per centage on their salaries while performing such service on the coast. Nor can the persons designated as assistants and sub-assistants, employed as directors of the surveys and observations, or as surveyors, properly be called clerks, but only those employed in making the notes, transcribing or recording them, or making the maps and drawings from them.

Instrument makers and carpenters are usually designated as mechanics, and engravers as artists; neither of those classes can be properly designated as either clerks, messengers, or laborers, and hence they are not included within these terms in the act. Though they work in shops connected with the Coast Survey Office, they do not properly work in that office, and do not form any necessary part of it. The Secretary or Superintendent might buy all the instruments and work made by them, instead of having them made in government shops; and as to the engraving, the maps and charts might be sent to New York or any other place to be engraved by competent artists.

There is a broad line of distinction between clerks and mechanics, and also between laborers and mechanics, which is well understood. Computers are, strictly speaking, clerks, and so are draughtsmen—those terms being used to designate them as particular classes of clerks. The draughtsmen take the notes of the surveys, triangulations, and observations, and make records of them in the form of maps and plates. This view of the subject shows most clearly that they are clerks, as much so as those who copy the field notes literally into record books. Merchants' clerks are employed in selling goods, and in keeping accounts of sales and purchases. Those principally em-

ployed in keeping the books are, in common parlance, called book-keepers; but they are also clerks as much so as those mostly employed in selling goods.

It is common to manufacture boots and shoes, and to sell them at retail in the same building. Those who make the sales and keep the accounts are called clerks, while the journeymen who make them are called mechanics.

The clerks employed in the Washington city post office, and all the persons or many of them employed by or who are under the direction of the Commissioner of Public Buildings, claim the extra per centage or allowance. The claims of the latter class include—

1st. The clerk in the office of the Commissioner of Public Buildings, whose salary is $1,000 per year.

2d. The messenger in charge of the main furnace in the Capitol, whose compensation is $2 per day, payable monthly.

3d. The laborer at the water closets in the Capitol, paid monthly, at $1 per day.

4th. The two additional watchmen in the Capitol square, whose salaries are each $500 per annum, payable monthly.

5th. The keeper of the western gate at the Capitol, paid monthly, at $2 per day.

6th. Two lamplighters, at $40 per month.

7th. The public gardener, at $1,200 per year, payable monthly.

8th. Sixteen laborers, employed in the public grounds, at $40 per month.

9th. The captain and fifteen men, employed as an auxiliary guard or watch for the protection of public and private property against incendiaries, and for the enforcement of the police regulations of the city of Washington, at different salaries.

10th. The doorkeeper and assistant doorkeeper at the President's house, the former at a salary of $500, and the latter $365 per annum.

11th. The keepers of the Eastern Branch bridges, employed at $450 each per annum.

12th. The drawkeepers of the Potomac bridge, employed at $1 50 per day, paid monthly.

13th. The watchmen at the President's House, employed at $500 per annum, paid monthly.

14th. The regular police or watchmen, consisting of five persons, employed at the Capitol, appointed by the Commissioner of Public Buildings, but paid out of the contingent fund of the Senate and House of Representatives.

That all these several classes of claimants are employed in either the executive or legislative branch of the government in the city of Washington does not admit of a doubt; but are they employed in the executive or legislative departments within the meaning of the act? If they are so included, are not the clerks, messengers, watchmen, and laborers employed at the penitentiary so included? also those employed at the arsenal, and those employed in erecting the public buildings, including the Patent Office and the extension of the Capitol? also those employed in this city in the custom-house of this

district? If any of these classes are not included, what are the lines of distinction?

The Post Office Department is a general directing, superintending, and financial office for the whole United States, while the city post office is but a local office to attend to the local business of this city and its vicinity. Though the city post office belongs to the executive branch of the government, and is subject to the direction of the Post Office Department, yet it is not in that department within the meaning of the act in question. So the custom-house in this district is subject to the Treasury Department, but it is not in that department within the meaning of the act in question. The city post office and the custom-house are both local offices.

It is just so with the Commissioner of Public Buildings and the clerk employed in his office. The office is local, established for local purposes, though it has a connexion with the legislative and also with the executive departments of the government. The duties are to superintend the erection, repair, and safe keeping of the public buildings, which are indispensable to the use of Congress and the executive departments. The offices of collector of customs, and particularly those in New York and other large importing cities, are equally connected with the legislative and executive departments of the government, for the government could not be carried on without the revenues collected by them.

All local officers, as well as the central departments, form parts and parcels of the general system of government, and are necessary to its harmonious action; and yet the evident intent of Congress was to include some classes of persons as employed in the executive and legislative departments in this city, but not to include all the employés of the government whose duties are performed here. The benefits of the act are extended in express terms to the clerks at the navy yard, and if Congress designed to extend them to any class of mechanics, to the laborers employed on the public grounds, and to the mechanics and laborers employed in erecting the extensions of the Capitol and Patent Office, why did they not express that design in clear language which could not be misunderstood?

It may be said that the office of Commissioner of Public Buildings is a directing and superintending office, like that of the heads of bureaus; but it is a superintendency of local matters, like the office of a superintendent to build a fort, pier, harbor, or custom-house; or like the office of surveyor general of a district, or collector of customs of a district. All high officers are more or less superintending officers; the distinction is that heads of departments and heads of bureaus have a superintending agency which extends to the whole Union, while that of local officers, like collectors of customs, surveyors general, and the Commissioner of Public Buildings, is limited to a particular district.

The conclusion is that the Commissioner of Public Buildings, city post office, penitentiary, arsenal, and the collector of customs of this district, are not in executive departments within the words of the act; and that the benefits of the act do not extend to the clerk of the commissioner, nor to any of the clerks, messengers, and laborers, em-

loyed in those branches of the public service. The terms of the atute are too limited and not broad enough to extend to them; ough, so far as I can see, they, and all the mechanics, artisans, and aborers, in the employ of the government in this city, have as strong nd just claims upon the government for increased compensation as ny of the persons to whom it is allowed.

The Commissioner of Public Buildings has his office in the Capitol, ut it is very clear that he and his clerk are no more employed in the egislative department of the government than the clerk of the Supreme Court is, and no more than the laborer who takes charge of the Supreme Court room.

The messenger who has charge of the main furnaces of the Capitol under the rotunda and the laborer who has charge of the water closets of the Capitol stand on a different footing. The mode of their appointment, and how they are paid, does not affect the question under consideration. The question is, what are their duties; how and where are they employed?

The duties of messengers, watchmen, and laborers, are not clearly defined by law. In practice messengers perform some duties like those performed by laborers. The general duties of the laborers in the executive buildings are to bring in fuel, make and keep up the fires, to sweep and keep clean the rooms, halls or passages, steps, staircases, and water closets, and to light the building; and the business of the watch is to watch and guard the buildings both night and day.

The messenger in charge of the furnaces of the Capitol, and the laborer having charge of the water closets, and all the laborers employed to warm, light, sweep and clean such portions of the Capitol as are occupied by the two Houses of Congress, their officers, committees, and for folding and document rooms, are employed in the legislative department of the government, in the same sense that the laborers who warm, sweep, clean, and light, the treasury building are employed in an executive department. Those persons come within the terms of the act, and are therefore entitled to the extra compensation.

The two additional watchmen employed in and for the Capitol grounds and the keeper of the western gate of the Capitol grounds all stand in a similar condition so far as regards this act. Their duties are performed during the day, cease at ten o'clock at night, and are confined to the grounds, having no direct relation to the Capitol building itself, which is guarded and watched, both night and day, by the five persons employed at and in the building as a watch. The five watchmen employed in the building are, in my opinion, employed in the legislative department of the government within the meaning of the act, and entitled to an extra compensation; but the two additional watchmen and the gate keeper are not so employed, but are employed for a local purpose, and are not entitled to any extra compensation under that act. They are no more employed in the legislative department of the government than the auxiliary guard are, who are employed for the protection of property in the city, both public and private, from incendiaries, and for the enforcement of the police regulations of the city. Both contribute in a remote degree to the security of the Capitol and other public property, but their duties

pertain rather to the executive than to the legislative branch of the government, and they are no more employed in the legislative department than the Commissioner of Public Buildings is, who superintends the Capitol and keeps it and the public grounds in proper condition.

The two lamplighters light the lamps along Pennsylvania avenue from the Capitol to the Treasury building, and also along the walks in the Capitol grounds, but not in the buildings. They stand in the same condition, so far as regards this act, as the two additional watchmen, the gate keeper, and the auxiliary guard, and are not entitled to any extra compensation.

The public gardener also claims under the act, but without a shadow of legal right to it, unless my whole course of reasoning is wrong, and the same reasoning applies to the laborers in the public grounds and to all the keepers of the bridges over the Potomac and the Eastern Branch. They are all employed in the executive branch of the government, but not in an executive department within the meaning of the act. Though their claims to extra compensation are as equitable and just as those to whom the act allows it, yet their justice has not been recognized by Congress. As their claims have not been included in the act and thereby legalized, the accounting officers cannot extend the act to them by construction. I am called upon to give a liberal construction to the act, but I have no legal power to extend it to persons not included in its words, interpreted and applied, according to the legal and obvious meaning and sense in which they have been generally used and understood.

Though the President is the head of the executive branch of the government, yet he is above the heads of departments, and is not employed in an executive department nor in "the executive departments" within the meaning of the act, and hence the doorkeeper and assistant doorkeeper at the President's house and the watchmen employed at the President's house are not employed in the executive departments within the meaning of the act, and are therefore not legally entitled to the extra compensation claimed by them under it.

ELISHA WHITTLESEY.

Minutes of the Committee appointed by the House of Representatives to investigate the conduct and accounts of William Cullom, late Clerk.

WASHINGTON, D. C., *January* 12, 1858.

The Select Committee of the House of Representatives of the United States, appointed to investigate the conduct and accounts of the late Clerk, William Cullom, met at the city of Washington, January 12, 1858.

Present, Horace Maynard, Chairman; James B. Ricaud, Valentine B. Horton, and J. L. M. Curry.

Ordered, That the resolution of the House providing for this committee be entered upon the minutes.

It is as follows:

DECEMBER 18, 1857.

Resolved, That the conduct and accounts of William Cullom, the late Clerk, be referred to a select committee of five, with instructions to inquire into the various items of his accounts, and report thereon at any time, and shall have power to send for persons and papers.

Ordered, That Messrs. Horace Maynard, of Tennessee, John G. Davis, of Indiana, James B. Ricaud, of Maryland, Jabez L. M. Curry, of Alabama, and Valentine B. Horton, of Ohio, be appointed the said committee.

W. Blair Lord, of New York, was appointed reporter and clerk of the committee.

On motion of Mr. Ricaud, it was

Ordered, That the chairman of this committee be, and is hereby, instructed to submit the following resolution to the House of Representatives:

Resolved, That all the accounts and vouchers of William Cullom, esq., late Clerk, as far as the same may be in possession of this House, be referred to the investigating committee appointed under order of December 18, 1857.

It was also

Ordered, That the chairman advise Mr. Cullom of the organization of the committee, and invite him to be present at their meetings.

Adjourned to meet on call, the call to be after the return of Mr. Davis, who was absent on account of sickness in his family.

WASHINGTON, D. C., *January* 21, 1858.

The committee met pursuant to call by the chairman; all present.

The chairman stated that, upon inquiry of the Committee on Accounts of the House, he had been informed that all the vouchers and accounts of the late Clerk had been returned to him when this investigation had been ordered, and therefore he had not offered the resolution ordered at the last meeting of the committee.

The chairman also laid before the committee three papers which had been handed to him by Mr. Ruffin, of the Committee on Accounts.

They are as follows:

House of Representatives of the U. S. to Benj. F. Beveridge, Dr.

For one hundred and nineteen pails of paste for the use of the folding room, House of Representatives, for the month of September, 1857 ..... $119

Correct.

N. DARLING,
Doorkeeper House of Representatives.

I certify the above to be correct.

A. J. LARNER,
Superintendent Folding Room.

September 30, 1857. Received of William Cullom, Clerk of the House of Representatives of the United States, one hundred and nineteen dollars, in full of the above account.

B. F. BEVERIDGE.

Received, Washington City, October 2, 1857, of Thompson, Hamilton & Co., amount of the above account.

B. F. BEVERIDGE.

House of Representatives of the U. S. to Benj. F. Beveridge, Dr.

For one hundred and forty-nine buckets of paste for the use of the folding room, House of Representatives, for the month of October, 1857, at $1 per bucket..... $149

Approved.

N. DARLING,
Doorkeeper House of Representatives.

I certify the above to be correct.

A. J. LARNER,
Superintendent Folding Room.

——, 1857. Received of William Cullom, Clerk of the House of Representatives of the United States, one hundred and forty-nine dollars, in full for the above account.

B. F. BEVERIDGE.

Washington City, November 30. The above account I transfer to Thompson, Hamilton & Co., for value received.

B. F. BEVERIDGE.

House of Representatives of the U. S. to Benj. F. Beveridge, Dr.

For one hundred and forty-seven buckets of paste for the use of the folding room, for the month of November, at $1 per bucket $147

Approved.

N. DARLING,
Doorkeeper House of Representatives.

The above is correct.

A. J. LARNER,
Superintendent Folding Room.

——, 1857. Received of William Cullom, Clerk of the House of Representatives of the United States, one hundred and forty-seven dollars, in full of the above account.

WASHINGTON, D. C., *December* 1, 1857.

The Clerk of the House of Representatives will please pay to Mrs. A. Beveridge the above account, $147, and oblige

B. F. BEVERIDGE.

The following witness was sworn and examined:

No. 1. William B. Ingram.

On motion of Mr. Ricaud it was

Ordered, That the Chairman be instructed to return to the Committee on Accounts these three claims, with the statement that they are not the vouchers of Mr. Cullom, and therefore not properly within the jurisdiction of this committee.

The following order was also passed:

Ordered, That William P. Ingram, Daniel Buck, William H. Minnix, John M. Barclay, and James C. Walker, of Washington City, be summoned to appear before this committee on Saturday, the 23d instant, at 9½ o'clock, a. m., and that J. Wheelright, (of Messrs. Wheelright & Mudge,) Baltimore; Isaac Ames, of New York; Charles W. Baker, (of Messrs. McSpedon & Baker,) New York, and George S. Gideon, of Washington City, be summoned to appear before this committee on Monday, the 25th instant, at 9½ o'clock, a. m.

Adjourned to meet on Saturday morning, at 9½ o'clock.

WASHINGTON, D. C., *January* 23, 1858.

The committee met pursuant to adjournment; all present.

On motion of Mr. Horton, it was

Ordered, That the proceedings of this committee be kept secret until the committee are prepared to report.

The following witnesses were sworn and examined:

No. 1. William P. Ingram, (recalled.)
No. 2. Daniel Buck.
No. 3. William H. Minnix.
No. 4. John M. Barclay.
No. 5. James C. Walker.

It was also ordered that the following persons be summoned to testify before the committee:

Hudson Taylor, (of Taylor and Maury,) Washington, for Monday, the 25th instant; Charles H. Upton, John D. Thomson, John Bailey, Thomas De K. Harris, Frederick Emmerich, Andrew Owen, William F. Bayly, of Washington, D. C.; A. D. Jessop, of Philadelphia, and A. Holbrook, jr., of Sandy Hill, Washington county, N. Y., for Thursday, the 28th instant, at 9 o'clock, a. m.

Adjourned to meet on Monday, the 25th instant, at 9½ o'clock, a. m.

WASHINGTON, D. C., *January* 25, 1858.

The committee met pursuant to adjournment; present, the Chairman, Messrs. Davis, Ricaud, and Horton—Mr. Curry, it was stated, was absent on account of sickness.

The following witnesses were sworn and examined:

No. 6. Hudson Taylor.
No. 7. Isaac Ames.
No. 8. Charles W. Baker.
No. 9. J. Wheelright.
No. 10. George S. Gideon.

It was ordered that the following persons be summoned to appear before the committee on Friday, the 29th instant, at 9½ o'clock, a. m.:

Captain M. C. Meigs, of Washington; James B. Smith, Thomas Sinclair, and George H. Lewis, of Philadelphia.

Adjourned to meet on Thursday, the 28th instant, at 9½ o'clock, a. m.

WASHINGTON, D. C., *January* 28, 1858.

The committee met pursuant to adjournment; present, the Chairman, and Messrs. Davis, Ricaud, and Horton.

The following witnesses were sworn and examined:

No. 11. Thomas De K. Harris.
No. 12. John Bailey.
No. 13. Frederick Emmerich.
No. 14. John D. Thomson.
No. 15. William F. Bayly.
No. 16. Charles H. Upton.
No. 17. Andrew T. Owen.

Mr. Davis gave notice that on some future occasion he should move to strike out whatever was irrelevant in the testimony that had been or might be taken.

It was ordered that the following persons be summoned to appear before the committee on Monday, February 1, 1858, at 9½ o'clock, a. m.:

Alexander J. W. Fitzhugh, W. W. Seaton, and Elisha Whittlesey, of Washington, D. C.

Adjourned to meet to-morrow, at 9½ o'clock, a. m.

WASHINGTON, D. C., *January* 29, 1858.

Committee met pursuant to adjournment; present, the Chairman, Messrs Davis, Ricaud, and Horton.

The following witnesses were sworn and examined:

No. 18. George H. Lewis.
No. 19. James B. Smith.
No. 20. Thomas Sinclair.

Adjourned to meet on Monday, February 1, 1858, at 9½ o'clock, a. m.

WASHINGTON, D. C., *February* 1, 1858.

The committee met pursuant to adjournment; present, the Chairman, Messrs. Davis, Ricaud, and Horton.

ıe following witnesses were sworn and examined:
No. 21. Amaziah Holbrook, jr.
No. 22. Elisha Whittlesey.
ı motion of Mr. Davis the following resolution was adopted:
esolved, That the Secretary of the Treasury be requested to furnish committee with a copy of the letter addressed to him by Hon. E. ttlesey, late Comptroller, giving his reasons for withholding his oval of a requisition drawn by General Cullom, late Clerk of the se of Representatives, for $50,000.
lso, that the Hon. William Medill, present Comptroller of the sury, be requested to furnish this committee with a copy of said isition, and of all the correspondence between the late Comptroller late Clerk in relation to the payment of any other requisition rn by said Clerk and disapproved by Mr. Whittlesey, late Comp-er.
nd also copies of all the official correspondence between the late k and the Secretary and Comptroller of the Treasury.
djourned to meet on Thursday, February 5, at 9½ o'clock, a. m.

WASHINGTON, D. C., *February* 4, 1858.

ommittee met pursuant to adjournment; all the members present.
he following witnesses were sworn and examined:
No. 23. M. C. Meigs.
No. 24. W. W. Seaton.
; was ordered that the following witnesses be summoned to appear ıre this committee:
ın Friday the 5th instant, Hon. J. H. Jewett, of Kentucky; Hon. ;uel Otero, of New Mexico; Hon. R. B. Hall, of Massachusetts; sent members of Congress; and Hon. Jacob Broome, of Pennsylvania; ; Congress.
)n Monday the first of March, 1858, John McLaren, of Carthage, nnessee; John J. Burnett, of Carthage, Tennessee; Sydney Stanton, Gainsboro, Tennessee.
Adjourned to meet to-morrow at 9½ o'clock, a. m.

WASHINGTON CITY, D. C., *February* 5, 1858.

The committee met pursuant to adjournment; all present.
The following witnesses were sworn and examined:
No. 25. R. B. Hall.
No. 26. J. H. Jewett.
No. 27. Miguel Otero.
It was ordered that the following persons be summoned to appear fore the committee to-morrow morning, at 9½ o'clock.
Hon. James Buffinton, of Massachusetts; Hon. Ezra Clarke, Jr., Connecticut; Hon. D. S. Walbridge, of Michigan; present members Congress.
Adjourned to meet to-morrow morning at 9½ o'clock.

WASHINGTON CITY, D. C., *February* 6, 1858.

Owing to the session of the House of Representatives extending to o'clock this morning, the committee held no session to-day.

WASHINGTON, D. C., *February* 8, 1858.

The committee met this morning at 10 o'clock; all the members present.

The following witnesses were sworn and examined:

No. 28. James Buffinton.
No. 29. Ezra Clarke, Jr.
No. 30. A. D. Jessup.
No. 31. J. W. Fitzhugh.
No. 21. A. Holbrook, Jr., (recalled.)

Adjourned to Thursday next, at 9½ o'clock, a. m.

WASHINGTON, D. C., *February* 11, 1858.

The committee met pursuant to adjournment; present, the Chairman, Messrs. Davis, Ricaud, and Curry.

Adjourned to meet on Thursday, February 18th, at 9½ o'clock, a. m.

WASHINGTON, D. C., *February* 18, 1858.

The committee met pursuant to adjournment; present, the Chairman, Messrs. Davis, Ricaud, and Curry.

The following witness was sworn and examined:

No. 32. Jacob Broome.

It was ordered that the following persons be summoned to appear before this committee, for Thursday, February, 25, 1858, as follows:

Francis Lamb, Washington City, D. C.; John Tretler, Washington City, D. C.; Thomas H. Worthington, Washington City, D. C.

For Friday, February 26, 1858, as follows:

William Bailey, Uniontown, Fayette county, Pennsylvania.

The Chairman laid before the committee a communication from the Secretary of the Treasury, accompanied by sundry papers called for by resolution of the committee of February 1.

The Chairman also laid before the committee a communication from the Chairman of the Committee of Ways and Means, (Hon. J. Glancy Jones,) asking information concerning the amount of money required to defray the expenses of this committee. The Chairman was instructed to state, in reply, that the sum of five thousand dollars ($5,000) would probably be required.

Adjourned to meet to-morrow morning, at 10 o'clock.

WASHINGTON, D. C., *February* 19, 1858.

The committee held no session to-day.

WASHINGTON, D. C., *February* 25, 1858.

The committee met; present, the Chairman, Messrs. Davis, Ricaud, and Curry.

The following witness was sworn and examined:

No. 33. D. S. Walbridge.

The Chairman laid before the committee a communication from S. S. Stanton, of Gainsboro', Tennessee, in relation to his summons to

ear before the committee on the first of March, and asking to be ised from present attendance, as his duties of a member of the e legislature rendered it important that he should attend there il its adjournment, which would probably be during the month of ch. The Chairman was instructed to reply, giving the extension ime asked for.

he committee adjourned until to-morrow, at 9½ o'clock, a. m.

WASHINGTON, D. C., *February* 26, 1858.

he committee met pursuant to adjournment; all the members pre-

he following witnesses were sworn and examined:

No. 34. William Bailey.
No. 35. John Tretler.
No. 36. Francis Lamb.

t was *ordered* that the following persons be summoned to appear re the committee on Thursday next, March 4, at 9½ o'clock, a. m., John D. Thomson, John C. Rives.

t was also *ordered* that the unsettled accounts of William Cullom, Clerk, with the Treasury Department, be transmitted to the mmittee on Accounts of the House of Representatives, for their mination and action, with the request that should there be any of n which, in the opinion of that committee, shall require the exa- ation and investigation of this committee, the same may be re- ied for that purpose.

djourned to meet on Monday next, March 1, at 9½ o'clock, a. m.

WASHINGTON, D. C., *March* 1, 1858.

he committee met pursuant to adjournment; present, the Chair- n, Messrs. Davis, Curry, and Horton.

he following witness was recalled and examined:

No. 22. Elisha Whittlesey.

djourned to meet on Thursday, March 4, at 10 o'clock, a. m.

WASHINGTON, D. C., *March* 4, 1858.

he committee met pursuant to adjournment; present, the Chair- n, Messrs. Davis, Curry and Horton.

he following witnesses were called and examined:

No. 37. Sydney S. Stanton.
No. 38. Thomas H. Worthington.
No. 36. Francis Lamb, (recalled.)
No. 34. William Bailey, (recalled.)

he Chairman laid before the committee a communication from Hon- isha Whittlesey, accompanied by the account rendered him, by ler of the committee, for services as witness, and declining to re- ve the mileage allowed for travel to and from his residence in Ohio, the ground that as he was present in this city when the summons s served upon him, and his travel was not increased in consequence that summons, he could not therefore regard himself as entitled to leage; but suggested for the consideration of the committee, that he

should be allowed *per diem* from the date of the service of the summons until such time as he shall have perfected his testimony.

The committee instructed the clerk to make out his account accordingly.

Adjourned to meet to-morrow morning at 10 o'clock

WASHINGTON, D. C., *March* 5, 1858.

The committee met pursuant to adjournment; present, the Chairman, Messrs. Curry and Horton.

The following witnesses were called and examined:

No. 39. J. J. Burnett.
No. 40. John Mc. Laren.

It was ordered that the following persons be summoned to appear before this committee on Thursday, March 11, at 10 o'clock, a. m.

Hon. John Williams, Rochester, N. Y.
Hon. William Millward, Philadelphia, Pa.
J. C. Greenlease, (now in Washington, D. C.)

Adjourned to meet on Monday next, at 10 o'clock a. m.

WASHINGTON, D. C., *March* 8, 1858.

The committee met pursuant to adjournment; present, the Chairman, Messrs. Curry, Horton and Davis.

The following witnesses were called and examined:

No. 22. Elisha Whittlesey, (recalled.)
No. 41. John C. Rives.

Mr. Whittlesey requested the committee to call for the following papers and information from the Treasury Department.

The decision of the Comptroller of the Treasury, of October, 1852, in reference to the construction of the second section of the act approved August 31, 1852.

The account of Hon. William Cullom, late Clerk of the House of Representatives, as the same is contained and referred to in the report of the First Auditor, No. 125,854, dated in that office on the 5th of January, 1857, and admitted and certified by the First Comptroller on the 25th of March, 1857, also a copy of said report.

The receipts of S. S. Stanton, J. J. Burnett, J. C. Greenlease and William Bailey, for money they acknowledge to have received of Mr. Cullom, as said Clerk, for services rendered by them during the months of September, October and November, 1856, if their receipts are on file, and were allowed to the credit of Mr. Cullom.

That the Secretary be requested to inform this committee whether Mr. Cullom as such Clerk, or as such late Clerk, has asked to have any money received into the Treasury as having been refunded by him, and if so, at what time, to what amount, and to what account.

Also, that he inform said committee whether any account has been settled at the Treasury Department that Mr. Cullom presented, wherein he credited the United States or charged himself with the money contained in said receipts or any part thereof.

Also, whether an account is on file in that department not fully

osed of, containing a credit or debit of the character mentioned in last preceding inquiry; and if so, when it was filed.
Ir. Cullom also requested that the committee would call for the er of Hon. George S. Houston, to which the Comptroller wrote a ly, dated December 29, 1856.
In motion of Mr. Curry, the chairman was instructed to call upon Treasury Department for the aforesaid papers and information.
t was
rdered, That the following persons be summoned to appear before committee on Monday, the 15th instant, at 10 o'clock a m.:
Ion. Francis E. Spinner, and Hon. Philemon Bliss, House of Repntatives.
djourned to meet on Thursday next, at 10 o'clock a. m.

WASHINGTON, D. C., *March* 11, 1858.

he committee met pursuant to adjournment; all the members ent.
he following witnesses were called and examined:
No. 42. William Millward.
N.o 43. J. C. Greenlease.
No. 44. John Williams.
No. 45. John D. Thomson.
t was
rdered, That the following persons be summoned to appear before committee, as follows:
or Monday, March 15: A. R. Parker, Washington, District of umbia; C. P. Wallach, Washington, District of Columbia.
or Thursday, March 18: J. N. Gordon, Washington, District of umbia; Rufus Prentice, Pognonach, Hartford county, Connecticut; F. Hurlbut, Utica, New York.
djourned to meet on Monday next, at 10 o'clock a. m.

WASHINGTON, D. C., *March* 15, 1858.

The committee met pursuant to adjournment; all the members sent.
The following witnesses were called and examined:
No. 46. A. R. Parker.
No. 47. C. P. Wallach.
No. 48. Francis E. Spinner.
On the request of Mr. Cullom, the chairman was instructed to apply the Clerk's office of the House of Representatives, for copies of the lowing papers on file therein, viz:
Order from Zedediah Kidwell, dated March 2, 1855, in favor of hn C. Rives, for Globe and Appendix.
Order from Volney E. Howard, dated January 11, 1851, in favor John C. Rives, for Globe and Appendix.
Order from W. Sprague, dated January 2, 1851, in favor of John Rives, for Globe and Appendix; Opinions of Attorneys General, d Finance Reports.
Letter from George W. Thompson, Wheeling, Virginia, to Colonel

John W. Forney, dated February 7, 1853, in relation to the Congressional Globe and Appendix.

It was

Ordered, That the following persons be summoned to appear before this committee, as follows:

For Monday, March 22, 1858: Dr. Robert Mayo, Washington, District of Columbia; Dr. William V. Hudson, Washington, District of Columbia; Joseph Shillington, Washington, District of Columbia; Noyes, District of Columbia.

For Thursday, March 25, 1858: Hudson Taylor, Washington, District of Columbia; John F. Callan, Washington, District of Columbia.

Adjourned to meet on Thursday next, at 10 o'clock a. m.

WASHINGTON, D. C., *March* 18, 1858.

The committee met pursuant to adjournment: present, the Chairman, Messrs. Horton, Curry, and Davis.

The following witnesses were called and examined:

No. 22. Elisha Whittlesey, (recalled.)
No. 49. C. F. Hurlbut.
No. 50. Rufus Prentice.
No. 51. J. N. Gordon.
No. 48. F. N. Spinner, (recalled.)

The chairman laid before the committee a communication from the Treasury Department, accompanied by copies of papers called for by the committee on March 8.

Also, a communication from the Clerk of the House of Representatives, accompanied by copies of papers called for by the committee on March 15.

Adjourned to meet on Monday next, at 10 o'clock a. m.

WASHINGTON, D. C., *March* 22, 1858.

The committee met pursuant to adjournment: present, the Chairman, Messrs. Horton and Ricaud.

The following witnesses were called and examined:

No. 52. William V. Hudson.
No. 53. Robert Mayo.
No. 54. Joseph Shillington.
No. 55. Samuel V. Noyes.

Ajourned to meet on Thursday next, at 11 o'clock a. m.

WASHINGTON, D. C., *March* 25, 1858.

The committee met pursuant to adjournment; all the members present.

The following persons were called and examined:

No. 56. John Alexander.
No. 57. Philemon Bliss.
No. 58. Hudson Taylor.
No. 59. John F. Callan.
No. 60. James B. Ricaud.

No. 61. J. M. Barclay.
No. 62. Valentine B. Horton.
rdered, That the following persons be summoned to appear before committee on Monday next, at 10 o'clock a. m., viz:
on. John Sherman, House of Representatives; Daniel Buck and n Bailey, clerks in Clerk's office of House of Representatives.
djourned to meet on Monday next, at 10 o'clock a. m.

WASHINGTON, D. C., *March* 29, 1858.

he committee met pursuant to adjournment; all the members sent.
he following witnesses were called and examined:
No. 63. John Sherman.
No. 64. John Baily.
No. 65. Daniel Buck.
t was
Ordered, That the following persons be summoned to appear be- e this committee on Thursday next, at 10 o'clock a. m.:
Hon. Lewis D. Campbell, House of Representatives; E. A. Acton, lem, New Jersey; and Hugh Tyler.
Adjourned to meet on Thursday next, at 10 o'clock a. m.

WASHINGTON, D. C., *April* 1, 1858.

The committee met pursuant to adjournment.
Adjourned to meet on Monday next, at 10 o'clock a. m.

WASHINGTON, D. C., *April* 5, 1858.

The committee met pursuant to adjournment; all the members esent.
The following witness was called and examined, viz:
No. 66. E. A. Acton.
Adjourned to meet Thursday morning, at 10 o'clock.

WASHINGTON, D. C., *April* 8, 1858.

The committee met pursuant to adjournment: Present, the Chair- n, Messrs. Horton, Ricaud, and Curry.
The following witness was called and examined, viz:
No. 67. Lewis D. Campbell.
t was
Ordered, That the folowing persons be summoned to appear before committee on Monday next, at 10 o'clock a. m., viz:
Hon. Thomas L. Clingman and Hon. John H. Savage, of the House Representatives.
Adjourned to meet on Monday next, at 11 o'clock a. m.

WASHINGTON, D. C., *April* 12, 1858.

The committee met pursuant to adjournment: Present, the Chair- n, Messrs. Curry, Horton, and Davis.
The following witness was sworn and examined, viz:

No. 68. Thomas L. Clingman.

It was

Ordered, That the following persons be summoned to appear before the committee on Wednesday next, at 10 o'clock a. m., viz:

C. Denham, Washington, District of Columbia.

Adjourned to meet on Wednesday next, at 10 o'clock a. m.

WASHINGTON, D. C., *April* 14, 1858.

Committee met pursuant to adjournment: Present, the Chairman and Mr. Horton.

No quorum being present—

Adjourned to meet to-morrow morning, at 10 o'clock.

WASHINGTON, D. C., *April* 15, 1858.

The committee met pursuant to adjournment; all the members present.

The following witnesses were called and examined:

No. 69. C. Denham.

No. 41. John C. Rives, (recalled.)

Adjourned to meet on Monday next, at 10 o'clock a. m.

WASHINGTON, D. C., *April* 19, 1858.

The committee met pursuant to adjournment: Present, the Chairman, Messrs. Ricaud, Curry, and Davis.

The following person was called and examined, viz:

No. 65. Daniel Buck, (recalled.)

Ordered, That the following persons be summoned to appear before this committee on Thursday next, at 10 a. m.:

Hon. Felix K Zollicoffer and Hon. Charles Ready, of the House of Representatives; William Pettibone, Washington, D. C.

Adjourned to meet on Thursday next, at 10 o'clock, a. m.

WASHINGTON, D. C., *April* 22, 1858.

Committee met pursuant to adjournment.

Adjourned to meet on Monday next, at 10 o'clock a. m.

WASHINGTON, D. C., *April* 26, 1858.

The committee met pursuant to adjournment.

Adjourned to meet on Thursday next, at 10 o'clock a. m.

WASHINGTON, D. C., *April* 29, 1858.

The committee held no meeting to-day.

WASHINGTON, D. C., *May* 3, 1858.

The committee met: Present, the Chairman, Messrs. Horton and Davis.

Adjourned to meet on Monday next, at 10 o'clock a. m.

WASHINGTON, D. C., *May* 6, 1858.

The committee met: Present, the Chairman, Messrs. Horton and irry.

No. 70. William Pettibone was called and examined as a witness.

Adjourned to meet on Monday next, at 10 o'clock a. m.

WASHINGTON, D. C., *May* 10, 1858.

The committee met: Present, the Chairman, Messrs. Curry, Davis, id Horton.

Adjourned until Monday next, at 10 o'clock a. m.

WASHINGTON, D. C., *May* 17, 1858.

The committee met: Present, the Chairman, Messrs. Davis, Hor-on, and Curry.

The following witnesses appeared and were sworn:

No. 71. Hon. Charles Ready.

No. 72. Hon. John H. Savage.

Adjourned to meet on Thursday next.

WASHINGTON, D. C., *May* 20, 1858.

The committee met pursuant to adjournment: Present, the Chairman, Messrs. Horton, Curry, and Ricaud.

The following witness was sworn and examined:

No. 73. Hon. F. K. Zollikoffer.

Adjourned to meet on Monday next, at 10 o'clock a. m.

WASHINGTON, D. C., *May* 22, 1858.

The committee met pursuant to adjournment: Present, the Chairman, Messrs. Horton, Davis, and Curry.

The following witness was called and examined:

No. 74. John A. Hunnicutt.

Ordered, That the following persons be summoned to appear before the committee on Wednesday morning next, at 9½ o'clock, viz:

C. Denham, John Alexander, and V. Blanchard, Washington, D. C.

Adjourned to meet on Wednesday next, at 9½ o'clock a. m.

WASHINGTON CITY, D. C, *May* 26, 1858.

The committee met pursuant to adjournment: Present, the Chairman, Messrs, Davis, Horton, and Ricaud.

Adjourned to meet on Saturday next, at 9½ o'clock a. m.

WASHINGTON CITY, D. C., *May* 29, 1858.

The committee met pursuant to adjournment: Present, the Chairman, Messrs. Davis, Horton, and Curry.

The following persons were called and examined:

75. V. Blanchard.

76. C. Dunham.

77. John Alexander.

Adjourned to meet on Thursday next at 10 o'clock a. m.

WASHINGTON CITY, D. C., *June* 3, 1858.

The committee met pursuant to adjournment; all the members present.

The Chairman laid before the committee a written report, accompanied by the following resolution, to be submitted in the House of Representatives:

Resolved, That the committee appointed by resolution of the House of December 18, 1857, to investigate the conduct and accounts of William Cullom, late Clerk of the House of Representatives, have leave to sit at the next session, and then to submit their final report.

The report was agreed to unanimously.

Mr. Cullom laid before the committee the original power of attorney to Hugh Tyler to purchase books for the Clerk's office, to be delivered to members of Congress, under resolution of the House of July, 7, 1856.

Ordered, That the same be filed with the testimony.

Adjourned to meet on call of the chairman.

WASHINGTON, *December* 21, 1858.

The committee met pursuant to call of the Chairman: Present, the Chairman, Messrs. Ricaud, Curry, and Horton.

The Chairman stated to the committee that he had received a letter from Mr. Cullom, stating that in consequence of severe sickness in his family he should be unable to leave for Washington until after Christmas.

On motion, the Chairman was directed to audit the account of Mr. Ricaud for services performed during the recess by direction of the committee, that is, going to and returning from New York city, for the purpose of taking the testimony of Hugh Tyler.

Adjourned to meet on Friday, January 7, 1859, at 10 o'clock a. m.

FRIDAY, *January* 7, 1859.

No meeting of the committee to-day.

WEDNESDAY, *January* 26, 1859.

The committee met upon the call of its Chairman: Present, the Chairman, Messrs. Davis, Horton, and Curry.

The following witness was called and examined:

No. 78. B. B. French.

Adjourned to meet to-morrow morning at 10 o'clock.

THURSDAY, *January* 27, 1859.

The committee met pursuant to adjournment.

The session was devoted to reading over the testimony.

Adjourned to meet to-morrow morning at 10 o'clock.

FRIDAY, *January* 28, 1859.

ttee met pursuant to adjournment.
ısion was devoted to the reading over the testimony.
ned to meet on Monday morning at 10 o'clock.

MONDAY, *January* 31, 1859.

ttee met pursuant to adjournment.
ısion was devoted to the reading over the testimony.
ned to meet on Wednesday next at 10 o'clock a. m.

WEDNESDAY, *February* 2, 1859.

ttee met pursuant to adjournment.
ısion was devoted to the reading over the testimony.
ned to meet to-morrow morning at 9½ o'clock.

THURSDAY, *February* 3, 1859.

ttee met pursuant to adjournment.
ısion was devoted to the reading over the testimony.
ned to meet to-morrow morning at 9½ oclock.

FRIDAY, *February* 4, 1859.

ittee met pursuant to adjournment.
ssion was devoted to reading over the testimony.
ned to meet on Monday next, at 10 o'clock a. m.

MONDAY, *February* 7, 1859.

ittee met pursuant to adjournment.
ssion was devoted to reading over the testimony.
ned to meet to-morrow morning at 10 o'clock.

TUESDAY, *February* 8, 1859.

ittee met pursuant to adjournment.
ssion was devoted to reading over the testimony.
ned to meet to-morrow morning at 9½ o'clock.

WEDNESDAY, *February* 9, 1859.

ittee met pursuant to adjournment.
ssion was devoted to reading over the testimony.
ned to meet on Friday morning at 9 o'clock.

FRIDAY, *February* 11, 1859.

ittee met pursuant to adjournment.
ading of the testimony was proceeded with.
d, That the following persons be summoned to appear before
ittee on Monday next, at 9 o'clock a. m:
H. Tretler, John Bailey, John D. Thomson, Wm. P. Ingram,
ench, Washington city.
ned to meet on Monday morning at 9½ o'clock.

MONDAY, *February* 14, 1859.

The committee met pursuant to adjournment; all the members present.

The following witnesses were examined:

No. 78. B. B. French, (recalled.)
No. 12. John Bailey, (recalled.)
No. 79. John H. Tretler.
No. 45. John D. Thomson, (recalled.)

Mr. Cullom offered in evidence a paper signed by John T. Towers, W. W. Seaton, and Peter Force, of Washington, recommending Mr. John Tretler as a practical bookbinder.

It was ordered that Robert K. Elliott, of this city, be summoned to appear before this committee.

Adjourned to meet upon to-morrow morning at 9½ o'clock.

TUESDAY, *February* 15, 1859.

The committee met pursuant to adjournment; all the members present.

The following witnesses were examined:

No. 80. Robert K. Elliott.
No. 1. W. P. Ingram, (recalled.)

On motion of Mr. Ricaud, it was

Ordered, That the Secretary of the Treasury be requested to furnish this committee with a copy of the receipt given by F. Waters, Chestertown, Maryland, for books furnished the library under the act of March 3, 1857.

Adjourned to meet on Thursday next at 7 p. m.

THURSDAY, *February* 17, 1859.

The committee met pursuant to adjournment; all the members present.

A communication from the Treasury Department, in reply to a call of the committee at its last meeting, was received and ordered to be placed on the files of the committee.

A paper recommendatory of Mr. Tretler as binder was ordered to be placed on file.

Adjourned to meet to-morrow at 7 p. m.

FRIDAY, *February* 18, 1859.

The committee met pursuant to adjournment; all the members present.

A general discussion took place upon the character of the evidence, &c.

The Chairman was instructed to draw up a statement embodying the views of the committee, and to submit it to the committee at its next meeting.

Adjourned to meet on Monday next at 7 p. m.

MONDAY, *February* 21, 1859.

The committee met pursuant to adjournment; Mr. Curry absent on ccount of sickness.

The Chairman submitted the statement which, at the last meeting, ie was directed to prepare for the committee; which statement was ead.

Adjourned to meet on call.

FRIDAY, *February* 25, 1859.

The committee met at 9½ o'clock a. m., upon call of its Chairman; ll the members present.

The committee proceeded to consider the statement submitted to hem by the Chairman at its last meeting.

Adjourned to meet to-morrow morning at 9½ o'clock.

SATURDAY, *February* 26, 1859.

The committee met pursuant to adjournment; all the members resent.

The reading of the report was concluded, and the report, with sun- ry resolutions, was unanimously agreed to.

The Chairman was instructed to submit the report and testimony o the House forthwith.

Adjourned *sine die*.

TESTIMONY.

JANUARY 21, 1858.

WILLIAM P. INGRAM called and sworn.

By the Chairman:

Question. Look at these vouchers, [see minutes of January 21,] and say whether they are the vouchers of the late Clerk or not.

Answer. They are not.

Question. Has the money been paid on them?

Answer. It has not.

Question. Have they ever been presented to you for payment?

Answer. I think likely they have.

Question. Do you know anything about these accounts?

Answer. I cannot say that I do. I have paid divers accounts of this character. This man Beveridge, as I understood, furnished paste to the folding-room. The bills are certified by the Doorkeeper, and also by the superintendent of the folding-room. This same man furnished paste before, during the last Congress.

Question. Do you know anything about Beveridge—who he is, and what he is?

Answer. I have seen him frequently.

Question. Who is he, and what is his position?

Answer. He was in the employment of the Doorkeeper during the last Congress, doing some service—I do not know what. I never had occasion to know what the service was. He was returned upon the pay-roll by the Doorkeeper as one of his employés.

Question. You say these claims were presented for payment?

Answer. It is possible that they were; I have no particular recollection that they were. There was a time last spring when I had doubts whether I should pay such accounts as these until they had been passed upon by the Committee on Accounts. General Cullom was absent then. On his return, during the summer, I called his attention to the fact that these accounts had been presented and were suspended. I do not remember at what time, but, ultimately, he told me to pay all of them up to September, I believe. After that no other of these accounts were presented.

By Mr. Ricaud:

Question. Have you any recollection of having seen these three accounts?

Answer. I may have seen them, but I have no recollection of it.

By the Chairman:

Question. You spoke of having paid accounts. State what position you occupied by virtue of which you paid them; under what appointment, and how long you held that position.

Answer. I was appointed chief clerk during the last Congress, on the 11th of February, 1856. I held that office until the appointment.

of the present chief clerk. During that time I attended to the disbursement of the contingent fund of the House.

Question. Were you cognizant of all the disbursements made?

Answer. I was.

By Mr. Ricaud:

Question. Did you make them all?

Answer. I made all except a few made during the time I was absent in June, 1856, and July, 1857; while I was absent some payments were made; with those exceptions, I made all the payments.

By Mr. Davis:

Question. What is the name of the superintendent of the folding-room?

Answer. A. J. Larner; Mr. Babcock held that position previous to Mr. Larner's appointment.

Question. Are these accounts now transferred to Thompson, Hamilton & Co.?

Answer. All I know about the matter of the transfer is what I see here endorsed on the accounts.

By the Chairman:

Question. When Congress is in session do you pay claims of this character before they have been presented to the Committee on Accounts and passed upon by them?

Answer. Generally they are presented to the committee and audited by them before they are paid by me.

By Mr. Ricaud:

Question. As the disbursing agent of General Cullom, and of the House, did you present these claims to the Committee on Accounts?

Answer. No, sir; usually, when Congress is in session, these accounts are presented to the Committee on Accounts, frequently by the parties presenting them, before they come to me.

By Mr. Curry:

Question. Are they presented by the claimant or by the Clerk.

Answer. Usually I presented them, and sometimes the parties themselves did. It was customary to leave these claims in the office, and I presented them to the committee.

Question. When they were presented by the parties themselves, was it with your consent?

Answer. I had nothing to do with that; sometimes there would be some question concerning these accounts, and then the parties would want to talk with the committee themselves, and would present the accounts themselves to the committee.

By the Chairman:

Question. Have you the stationery accounts for the 34th Congress by themselves?

Answer. I have; and I have them all here.

Question. Will you present them to the committee?

Answer. I will. [The witness here produced a bundle of papers.]

By Mr. Ricaud:

Question. Were these vouchers prepared by you?

Answer. They were.

[After some examination of these papers they were returned to the witness, the chairman stating that they would be placed in his (witness') custody, subject to the call of the committee.]

JANUARY 23, 1858.

WILLIAM P. INGRAM recalled.

By the Chairman:

Question. You stated, when you were giving your testimony before, that you were disbursing clerk under Mr. Cullom, having been appointed by him on the 11th of February, 1856; where did you live previously to your appointment?

Answer. In Kentucky.

Question. How long had you been residing there?

Answer. I was born there, and had always lived in that State.

Question. What had been your occupation?

Answer. At one time I was engaged in merchandising. I also performed service on my father's farm before that time; but latterly I had been engaged as a clerk in a bank.

Question. Were your habits and pursuits in life such as to make you acquainted with dealing in money and keeping accounts?

Answer. They were.

Question. Are there any persons at present in this city who knew you while you resided in Kentucky?

Answer. There is a gentleman here from my father's neighborhood.

Question. Give his name.

Answer. Isaac M. Shepherd; he is now a clerk in the Third Auditor's department, I believe. I have also a limited acquaintance with the member of Congress from my district, Hon. A. G. Talbott. My acquaintance with him, however, is very limited, and I have only a passing acquaintance with him.

Question. In what county in Kentucky did you reside?

Answer. I was born in Wayne county, but was living in Pulaski county at the time of my appointment.

W. PERRY INGRAM.

DANIEL BUCK called and sworn.

By the Chairman:

Question. What position do you occupy in relation to the House of Representatives?

Answer. I have charge of the files of the House and of the office.

Question. How long have you occupied that position?

Answer. For 13 years past. I have retained it under the several Clerks who have been elected during that time.

Question. What do you know in regard to the usages of the Clerks of the House in respect to the procurement of stationery for the House?

Answer. When I first came into the office it was the usage of the Clerk to advertise every year; but the Clerk of the House changed that usage to a biennial advertisement.

Question. How long ago was it that that change was made?

Answer. I think it was made in 1846, when Mr. B. B. French was Clerk.

Question. Has that been the invariable usage since that time?

Answer. It has.

Question. State what was done while Mr. Cullom was in the office of Clerk in regard to stationery.

Answer. The advertisements were made for the articles that were wanted, and those advertisements were published for four weeks in the papers in this city.

Question. Who made out the advertisements?

Answer. I think I made them out, assisted by Mr. Minnix, the stationery clerk.

By Mr. Ricaud:

Question. Have you the copies of those advertisements?

Answer. I have nothing but the papers containing the printed advertisements.

[The Union containing the printed advertisement was sent for.]

By the Chairman:

Question. When was the advertisement made?

Answer. In March last, I think.

Question. Was Mr. Cullom here when it was made?

Answer. He was. I think he went away a short time after the advertisement was made out, but after he had signed it.

Question. How did you arrive at the various items referred to in the advertis ment?

Answer. By referring to the wants of the House and by comparison with former advertisements.

Question. Who prepared the advertisement two years previously?

Answer. Col. Forney.

Question. Who prepared the advertisement for him?

Answer. Mr. McKean.

Question. How did your advertisement compare with that made by Mr. Forney?

Answer. I think it was very much the same.

[Here the witness left the room, at the request of the committee, to procure the bids and contracts for the stationery; while he was absent the paper containing the advertisement referred to above was brought in, and upon his return his examination was resumed.]

By the Chairman:

Question. I think you said that the advertisement was made in May, 1857. I perceive by the paper here that the advertisement is dated the 31st of March, and its first publication was on the 8th of April?

Answer. I may be mistaken about that. I looked into the paper and saw that the advertisement was published on the 20th of May. I recollect that Mr. Cullom signed it a few days before he went away.

Question. Did Mr. Cullom take any part in preparing the advertisement, or did he leave it to you and Mr. Minnix to prepare?

Answer. He left it entirely to Mr. Minnix and myself.

Question. What position does Mr. Minnix occupy?

Answer. He is the stationery clerk.

Question. How long has he occupied that position?

Answer. I think since 1850 or 1851.

Question. Did you and he discharge that duty under the direction or by the order of Mr. Cullom?

Answer. We did.

Question. Did he give you any general direction about the mode of performing that duty?

Answer. He told us to ascertain what was wanted, and to prepare the usual advertisement accordingly.

Question. Do you know whether Mr. Cullom is a man skilled in stationery, able to judge as to its quality, price, character, &c.?

Answer. I know nothing about that, except that he told me he knew nothing about it. He desired us to be careful in the matter.

Question. Then he relied upon his subordinates, whom he supposed to understand the matter better than he did?

Answer. He did.

Question. Did you receive bids in answer to that advertisement?

Answer. We did.

Question. Have you those bids here?

Answer. I have, both the accepted and the rejected bids.

By Mr. Ricaud:

Question. In what other papers was this advertisement published besides the Union?

Answer. In the Intelligencer and the Star.

By Mr. Davis:

Question. Were those three papers those in which proposals were usually published?

Answer. Yes, sir.

Question. Was there a greater quantity of stationery advertised for than usual?

Answer. I think about the same quantity. It varies a little in every advertisement, but not much.

Question. Was it more or less this time?

Answer. I do not know. I have not compared the items of this advertisement with any of the previous ones since last April or March. I think, however, it was about the same.

By the Chairman:

Question. Have you ascertained by experience what is the average consumption of stationery?

Answer. Yes, sir.

Question. When the bids were sent in, did samples accompany the bids?

Answer. They did.

Question. At what time did you open the bids and examine the samples?

Answer. Not for some time after the period at which they were to be opened, in consequence of the absence of Mr. Cullom. They were opened after his return from Tennessee, I think about the 20th of June, perhaps it was as late as the 25th.

Question. Where were the bids opened and the samples examined?
Answer. In the room of the Committee on Foreign Affairs.
Question. By whom was this done?
Answer. By General Cullom, in the presence of Mr. Minnix and myself.

By Mr. Davis:

Question. Did Mr. Cullom decide upon the contracts?
Answer. He did generally, after we had reported upon the quality of the samples.

By the Chairman:

Question. Did he decide these contracts upon his own motion, or did he rely upon the judgment of his subordinates?
Answer. We went through the samples, and selected such as we thought would suit the requirements of the House, and then reported the fact to him.
Question. Did he accept of such bids as you recommended?
Answer. I do not know, or rather I do not recollect, whether he took exactly the same samples in all cases or not, as I was not present when the awards were made.
Question. Who informed the bidders that their bids were accepted in those cases upon which you had acted favorably?
Answer. I sent the contracts to them myself; that was all the information they received.
Question. Did you draw up the contracts?
Answer. I did.
Question. Did they execute them at their residences and return them, or did they come on here in person and execute them?
Answer. They executed them at their residences, except in one case, where the contract was executed in this city—Mr. Ames, who happened to be in this city.
Question. Who attended to that business?
Answer. I did.
Question. Did General Cullom have anything to do personally with preparing or executing these contracts?
Answer. No, sir.
Question. Was he in the city, or absent, at the time of their execution?
Answer. I think he was absent.
Question. What was done with the samples that accompanied the bids?
Answer. They are in the office—those that were accepted.
Question. What use was made of those samples?
Answer. They were used to compare with the stationery sent in under the contracts.
Question. Has the comparison been made in every instance?
Answer. I think so.
Question. By whose direction, or under whose instruction, has this comparison been made?
Answer. By the direction of the Clerk of the House.
Question. What were his instructions in regard to comparing the

articles received under the contracts with the samples accompanying the bids?

Answer. That we should be careful to see that they came up to the samples in every respect.

Question. You can state whether there is any great necessity of watching the contractors in that respect or not. How has your experience been in regard to that matter?

Answer. My experience is, that there is necessity for watchfulness.

By Mr. Curry:

Question. How is it under the existing contracts? Does the stationery conform to the samples?

Answer. I think it does to a great extent. They can deceive the best of us.

By the Chairman:

Question. Was Mr. Cullom very particular, or was he loose in his request to you to compare the stationery received with the samples?

Answer. He desired us to be very particular, and examine so far as we could.

Question. Did he assign any particular reason for so doing?

Answer. Not that I recollect.

Question. In selecting from the samples, what was your criterion in determining what to accept?

Answer. In respect to the paper, we were to determine according to the quality and the price of the kinds that members generally use. There was some writing paper put in as a sample which was as high as $6 or $6 50 a ream, which we rejected as being too costly

Question. You then attempted, as I understand, to get about the quality usually used, and about the price usually given?

Answer. Yes, sir.

Question. For how long a time were you engaged in making your selection?

Answer. I think about a week, perhaps a little longer.

Question. How many of you were engaged in the selection?

Answer. I think there were four of us?

Question. Did you put your samples side by side, so as to compare them?

Answer. We did.

Question. What arrangement did you make?

Answer. We had the samples arranged on tables, each man's samples by themselves, in the classes for which he submitted his bid.

By Mr. Davis:

Question. In many cases did not the stationery fail to come up to the samples upon which the contracts were awarded, and was not that fact known when the stationery was received?

Answer. It might not have come up to the samples, but I do not know but what it did, as near as we could judge. You can take a ream of paper, and the different quires, or even the sheets, will be of different qualities.

Question. My question is, was not a great deal of this stationery received when it was known that it did not come up to the standard?

Answer. I do not think so. I do *not know* that there was.

Question. Who examined the stationery as it was sent in and received?

Answer. Mr. Minnix received it all. I examined a portion of the paper, by taking a ream out of the cases indiscriminately; but I did not examine all of each case.

Question. In some cases was not the contract awarded to the highest bidder for the same articles of stationery?

Answer. Not that I am aware of.

Question. Were they awarded to the lowest bidder in all cases; that is, in regard to the quality of the stationery bid for?

Answer. I think that was the case in every instance.

Question. Did Mr. Cullom, during the examination, suggest any samples to be accepted?

Answer. He did not, that I know of.

By Mr. Ricaud:

Question. Did Mr. Cullom interfere in any way in awarding the contracts?

Answer. I was not present when the final awards were made.

Question. How many samples of the different classes of stationery were sent in, and how many of the bidders got contracts?

Answer. I do not recollect the number of samples, but there were four parties who got contracts.

By Mr. Davis:

Question. How many bidders were there?

Answer. I think there were some thirty for all the different classes; some of them bid only for one or two classes. That is my recollection now, though I will not be positive as to the number.

By the Chairman:

Question. I perceive that the terms of the advertisement require that the bids should be item by item. What was the object of that?

Answer. That we might be enabled to select any item from a man's whole bill and reject the rest.

Question. Do you know whether any of these parties whose bids were accepted had been furnishing stationery previously?

Answer. Yes, sir, some of them had.

Question. Which ones?

Answer. Taylor & Maury, of this city, and McSpedon & Baker, of New York, had furnished stationery previously; Mr. Gideon also supplied stationery under Colonel Forney; nearly, if not quite, all of the stationers of this city have been contractors at one time or another.

Question. Did Mr. Gideon continue to furnish stationery during the time Mr. Cullom was in office?

Answer. He furnished the folding-room during the last Congress, as agent for the contractors.

Question. What kinds of stationery are used in the folding-room?

Answer. Folding paper and envelopes, of which a large quantity is used.

Question. How did you arrive at your estimates for the quantity needed there?

Answer. By ascertaining the amount used during previous sessions, *and finding* out the quantity on hand.

By Mr. Ricaud:

Question. Do you know of any margin allowed to Mr. Cullom, or to any in his employ, by bidders, to influence the awarding of contracts?

Answer. I do not.

By the Chairman:

Question. Were there any lobby members about while you were examining these samples?

Answer. There were none that I knew of.

By Mr. Ricaud:

Question. Were there any persons in the room with you at the time?

Answer. There was no one there that I recollect of but those selected by Mr. Cullom to assist him in selecting from the samples sent in.

Question. Were any of the persons called in to make this examination the appointees of Mr. Cullom, or were they officers who had been continued in office by him?

Answer. I think the greater portion of the examination was made by persons who were in office here when Mr. Cullom was elected; there may have been one or two of the other clerks in a part of the time.

Question. What persons were present?

Answer. Mr. Barclay, Mr. Harris, Mr. Minnix, and myself, who were in office before, and I think that during some part of the time Mr. Baily was there, who was in office before. Upon reflection, I think that Mr. Tompkins and Mr. Walker, appointees of Mr. Cullom, were present a part of the time.

By Mr. Horton:

Question. There seem to be a great many bids here signed "Ames, Herrick, Barnes & Rhodes;" is that the name of a firm, or was it merely an association of persons for the purpose of obtaining these contracts?

Answer. It is the name of a firm in New York, but the contract was entered into with Mr. Ames, the senior partner of the firm, because some of the others were in Europe. Had the contract been made out in the name of the firm it would have been necessary for them all to have signed individually.

Question. Were those contracts made in precise accordance with the bids?

Answer. They were, I think.

Question. Do the aggregate sums mentioned in the contract correspond with the accepted bids both as to price and quantity?

Answer. That was the intention, and I have no doubt such was the case.

Question. Did you take security for the faithful performance of the contracts?

Answer. I did.

Question. I see the names of Mr. Ames and Mr. Gideon signed to one of the contracts?

Answer. Mr. Gideon signed as security for Mr. Ames.

By the Chairman:

Question. You say that these *contracts* were made out and sent to

the accepted bidders, who executed them and returned them, except in instances where the parties resided in this city, or happened to be here; what evidence had you that they were genuine?

Answer. Nothing except a letter from the parties, stating that they had executed the contracts and returned them; that had been the practice generally followed in the office for years previously.

By Mr. Davis:

Question. Do you know the handwriting of the names signed here: "Ames, Herrick, Barnes & Rhodes," "Wheelwright & Co.," and "McSpedon & Baker?"

Answer. I do not.

Question. Do you know the handwriting of Taylor & Maury?

Answer. I do.

Question. You are acquainted with writing, are you not, so as to judge of it?

Answer. I suppose I am, somewhat.

Question. Is not the writing of the first three signatures to which I have called your attention, together with the writing in the body of the several bids, evidently by the same hand?

Answer. Upon looking at it, now that my attention has been called to it, I should ju 'ge such to be the case; but I never noticed it before.

By Mr. Curry:

Question. Was the stationery in all cases furnished from the different places assigned as the places of business of the parties entering into these contracts?

Answer. To the best of my knowledge such was the case.

By the Chairman:

Question. How many contracts were there?

Answer. There were five, but two of them were with the same party.

By Mr. Davis:

Question. Was the evident fact that this writing in these separate bids was in the same hand observed by any one present when these bids were opened?

Answer. I never had it called to my attention, and never noticed it before.

By Mr. Ricaud:

Question. What is the meaning of some of these items being scored off, and some not?

Answer. The scoring, I suppose, indicates that those items are accepted, or rather marked for acceptance, though all that were scored were not accepted.

By Mr. Davis:

Question. I notice that these bids seem to have been made out on the same printed form for several parties. Were the printed forms prepared here and furnished to bidders?

Answer. They were not.

By Mr. Ricaud:

Question. What printing did you have done in connexion with this matter?

Answer. Only the advertisement.

By the Chairman:

Question. Do you know whether, at the time when these bids were sent in, any of these bidders were in this city, except Taylor & Maury, who lived here?

Answer. My impression is, that Mr. Baker, of the firm of McSpedon & Baker, was here a part of the time. There were several here on the first of June. I think, also, that another bidder was here: Mr. Jessop. I think he brought his samples in himself. There were several bidders here who resided in the city.

Question. Do you know by whom the samples from Mr. Wheelwright, Mr. Ames, and Messrs. McSpedon and Baker, were brought here?

Answer. I do not.

Question. Was Mr. Wheelwright, or any member of his firm, in the city at any time?

Answer. I do not know. I am not acquainted with him.

By Mr. Davis:

Question. How did you decide upon the bids?

Answer. The practice is, to give the contract to the lowest bidder, where the samples were equal in quality; though, as I have before said, I was not present when the awards were made.

By the Chairman:

Question. The object of this committee is to find out whether Mr. Cullom, as Clerk of the House, or any of his subordinates, has been guilty of misfeasance or malfeasance of any kind, directly or indirectly. Do you know of any fact of any nature that would aid the committee to find out anything of the kind concerning which you have not been interrogated? If so, you will please state it to the committee.

Answer. I know of nothing of the kind.

DANIEL BUCK.

WILLIAM H. MINNIX called and sworn.

By the Chairman:

Question. What office do you hold?

Answer. I am the stationery clerk of the House, and also enter petitions in the books of each committee of the House.

Question. How long have you held that office?

Answer. I have held it between seven and eight years.

Question. This committee have been shown an advertisement for stationery, which purports to have been issued from the Clerk's office of the House of Representatives, in March last, and which was published in the papers in this city. Will you tell the committee what you know about the getting up of that advertisement?

Answer. So far as the stationery for the use of the members of the House and of the post office of the House was concerned, I made the estimate of the amount and kinds of stationery required.

Question. Upon what principle did you prepare that estimate?

Answer. I took into consideration the amount of stationery we

were in the habit of purchasing, which I learned by looking at the old estimates and advertisements. I have at times, though I do not know as I did the last time, rather increased the amount, in consequence of the increase of the force of the House, and the increase in the number of members from the addition of new States and Territories.

Question. How was it in this case?

Answer. I think I rather cut down than increased the quantity estimated for. That fact can be ascertained by comparing the advertisement with some of the former ones.

Question. Did you receive any assistance in preparing these estimates from Mr. Cullom, or did you prepare them yourself, under his direction?

Answer. He directed me to prepare the estimates. I do not recollect as he said anything to me as to the amounts to be estimated for. I rather think he told me to prepare a careful estimate, or something of that kind, of what was necessary. There was some conversation upon the subject, and I may have urged upon him to get out the advertisement as soon as possible.

Question. When was this advertisement prepared?

Answer. It was prepared directly after the adjournment of Congress. I had kept some account of the articles that had given out during the previous session, so as to know what was desired. I urged upon Mr. Cullom to have the advertisement out early, as it was necessary sometimes to have some of the articles advertised for manufactured. And sometimes bidders, or those desiring to bid, would say that they had not time to get those things from Europe which could not be obtained here.

Question. Did Mr. Cullom profess to know anything about stationery?

Answer. I think he has stated very often to me that he knew nothing about it. So far as my recollection now goes, he enjoined care upon me in making the estimates. But I never charged my mind with the conversations we had upon this subject, though that is my impression. I had no idea that I should ever be called upon to testify in relation to this matter.

Question. Who received the bids that were sent in in answer to the advertisement?

Answer. My impression is, that the Clerk received them, but I do not know. The law makes it obligatory upon the Clerk to receive and open the bids. He may not have been here at the time they were sent in, but his chief clerk would be the proper officer to receive them in that case.

Question. Into whose possession did the bids come when they came into the office?

Answer. When they came into the office, if the Clerk was not present, I presume the chief clerk took possession of them.

Question. Were you present when those bids were opened?

Answer. I do not remember that I was.

Question. Where were the samples opened?

Answer. They were opened in the room of the Committee on Foreign Affairs.

Question Were the bids opened there or not?

Answer. I do not recollect.

Question. Who were present when the samples were opened and examined?

Answer. Mr. Buck, Mr. Barclay, Mr. Harris, and Mr. Walker were there when the samples were arranged; but I do not recollect as they were present when they were examined. A young man by the name of Owens opened the samples, assisted by some colored men employed here, I think.

Question. Who were there to examine these samples?

Answer. General Cullom requested all who belonged to the office, if I recollect aright, to examine the samples, and say which were best, in our opinions. We all went over the specimens, and marked those we selected and laid aside for the office as "good," "pretty good," "very good," "fine," "fair," or something of the kind. We then took those thus marked and put them together by themselves, and I presume General Cullom selected such as he thought best. Some of the articles had the prices marked on them, and, though they may have been the best articles of the kind presented, we did not take them, as we considered them too costly. In the Senate they can pay any price they please, because the members of that body are not limited in the amount of their stationery. But members of the House of Representatives are limited, and we are consequently compelled sometimes not to get so good an article as we otherwise would on account of the price. And we are sometimes in a difficulty in this way; if an article is not very good, but is very cheap, members will complain of the quality; if it is very good, but the price is high, members will then complain of the price. Mr. Johnson, who was the Postmaster of the House during Colonel Forney's term as Clerk, used to make more complaints about the stationery than has been made since.

Question. Do you know anything about the execution of the contracts?

Answer. I took the bids and went over them and made out a list of the articles marked to be taken and handed that list to Mr. Buck, and he then drew up the contracts in the regular form.

Question. When the stationery arrived who examined it?

Answer. I did, principally, though I did not always rely upon my own judgment; indeed, I scarcely ever did, but asked other gentlemen to assist me; among others Mr. Buck. General Cullom told the gentlemen in the room at the time we examined the samples that he would be glad to have them all look at the stationery when it arrived and see that it came up to the samples.

By Mr. Davis:

Question. Did the stationery furnished come up to the samples?

Answer. So far as I know, it did. There may have been some few small articles that were different. In the case of envelopes, for instance, there might have been a difference, for it is almost impossible to make them run exactly even. Some of the gentlemen in the office would not decide; some of them might say that the stationery furnished was not quite so heavy as the samples, others would say that it was better.

By the Chairman:

Question. Did General Cullom give you, as stationery clerk, instructions that the stationery received should come up to the samples?

Answer. He did, most emphatically.

Question. Were you instructed to reject the stationery that did not come up to the samples?

Answer. Yes, sir; that is, all articles that we had samples for. In regard to some of the articles contracted for, or advertised for, we might decide that all of the samples sent in were such as were not suitable for us, in regard to the prices, or in some other respects.

Question. Are these samples preserved?

Answer. They are.

Question. Has all the stationery been received?

Answer. It has.

Question. Did you examine the bids that were put in, and notice the paper upon which the bids were written?

Answer. I did not. We were directed to arrange the bids so that they could be easily gone over. My recollection is, that I did not go over the bids at all. My immediate business was to examine the samples.

Question. Were the bids spread out with the samples?

Answer. They were, either on the same tables, or on separate tables.

Question. How long were you engaged in examining the samples?

Answer. I do not recollect. We were up there for several days; perhaps a week or more.

Question. Did you know any of the parties whose bids were accepted?

Answer. I know Taylor & Maury, of this city; I know Mr. Baker when I see him, but I do not know Mr. McSpedon, his partner; I know Mr. Ames; have been acquainted with him a short time; I do not know Mr. Wheelwright. I had nothing to do with making the estimate for the folding-room.

Question. Who made that estimate?

Answer. I understood that Mr. Buck made it.

Question. Did either of these contractors furnish stationery before?

Answer. Mr. Ames did, during the last Congress.

Question. Did Baker & McSpedon?

Answer. Not that I know of.

Question. Did Mr. Wheelwright?

Answer. I know that he did not. Baker & McSpedon furnished some for the 33d Congress; but I do not recollect of seeing Mr. Wheelwright's name in connexion with this matter.

Question. Has your business been such as to lead you to observe handwriting.

Answer. I cannot say that it has.

Question. Look at these bids, and say if you know this handwriting?

Answer. I do not know anything about it, except what I have seen or heard here. I have become very familiar with this hand-

ly attention has been called to this handwriting very

Ir. Davis:

Who called your attention to it?
Every person who saw it.
Do you mean in reference to the handwriting of all eing the same?
I do.
Who first called your attention to it?
Mr. Jessop. I was directed to take these bids into the lonel Carter, the chief clerk. When I got in there, Mr. d permission to look at them; I placed them before him. hem, and I left the room. Subsequently I went in there, ıtioned in my presence, but I do not recollect whether to lonel Carter, that there was a similarity in the writing.
Do you know the writing?
I do not.
How long have you been in the office you now hold?
I came in when Judge Young was elected Clerk of the

Have you ever observed before that bids from various country were in the same handwriting?
I do not recollect that I have. I did not observe that case until my attention was called to it.

Ir. Ricaud:

Did you observe this when the bids were opened?
Not that I know of; if I did, I do not now recollect it.
How long ago was it that your attention was called to it?
About a month ago, I should think.
Who called your attention to it?
Mr. Jessop.
Was Mr. Jessop present when the bids were opened?
I recollect of his being down stairs, and hearing General pretty strong language towards him.
Who was Mr. Jessop?
He was one of the bidders.

Ir. Curry:

Who else called your attention to this writing?
I do not know. I heard a Mr. Hart say the other day, n of the Committee on Commerce, that many of the bids same handwriting.
Who is this Mr. Hart?
I think he was the clerk of the Committee on the I think I noticed what was said, more particularly, was said in the presence of some members of Congress. ıe point to which I would like to refer again here: I was the stationery had been received. The whole amount has ved. But there were some newspaper envelopes which, o the requirements of the contract, were to be self-sealing.

The sample selected happened to be one without any gum upon it. That sample was sent off to have the supply made by it. I sent it without thinking to state that the envelopes should be self-sealing, supposing that the contract would show it. The contractor sent us some without the gluten. I notified Mr. Gideon, who seemed to be the agent of the contractor, or something of the kind, of the fact, and he told me that he would see that others were furnished. I had some 12,500 then, and have had sent to me some thirty-odd thousand since. I was told by Mr. Clubb, the stationery clerk of the Senate, that the price of the two kinds of envelopes was the same. The contractor has corrected it in part.

By the Chairman:

Question. I understand you to say that your attention was first called to the similarity in this handwriting by Mr. Jessop, in Mr. Carter's room, while he was standing at the desk. Was that the first time that your attention was called to it?

Answer. The first that I recollect.

Question. Since that time have you heard this matter referred to?

Answer. Very often since that time. I have heard it referred to in company frequently.

Question. Did General Cullom ever speak to you about it?

Answer. I do not recollect of there being a word said about the matter by him to me, or by me to him.

Question. The object of this committee is to find out, if we can, whether there has been any corruption, malfeasance, misfeasance, or indirection in this matter, in any way implicating General Cullom, or any of his employés, in connexion with the contractors. Do you know of any fact that you have not stated to the committee? If so, you will state it fully.

Answer. I have no knowledge of anything of the kind.

By Mr. Ricaud:

Question. Do you know of any margin allowed by any parties to induce the acceptance of their bids?

Answer. There was nothing of the kind that I have any knowledge of.

By Mr. Horton:

Question. Do you receive and have charge of all the stationery?

Answer. I do; but I turn over to the Postmaster such as is needed to supply the various members of the House and the post office.

Question. Do you charge, under their several heads, all that you deliver?

Answer. We have recently got into the habit of putting down the names of the persons to whom the stationery is delivered. We put under the head, say of Doorkeeper, the different persons to whom stationery is delivered, but it is all charged under one general head. But we do not put down the names in the post office to whom stationery is delivered, because there is a pass-book kept between that and our office, and there is no necessity for the other arrangement. I very

often deliver for the post office without the pass-book, but I go in then and charge it.

Question. Do you keep an account of all that you deliver to the post office?

Answer. Yes, sir; sometimes, when I am very busy, I may overlook something, a few quills or a few pens got by a clerk or a messenger, which may not be put down.

By the Chairman:

Question. Where is all this stationery kept?

Answer. I have two rooms near the post office, the entrance to which is the first in the passage after you pass the post office, going around to the Clerk's office.

By Mr. Davis:

Question. You say you know of no fraud, corruption, or collusion on the part of General Cullom or any of his clerks or subordinates in reference to the acceptance of these bids, or in the disbursement of this stationery?

Answer. Nothing at all, directly or indirectly; nothing further than from hearsay, as others have heard.

Question. Do you keep a record and charge yourself with all the stationery that comes into your possession, credit yourself with all that goes out, the date when it goes out, the person to whom it was delivered, and the price?

Answer. We have commenced it now. Mr. Allen has directed that such books should be kept. The post office was never kept, that I know of, in any other way than a mere running account. The date is nothing when the report is made out, which is at the commencement of the session. For instance, all the paper of a certain price which has been taken by the post office, no matter when taken, is put down in the aggregate as so many reams, and it may amount to 200 or 300 reams. That is the way we have been in the habit of doing until lately.

Question. Does all the stationery come into your possession?

Answer. Yes, sir.

Question. Do you know the value of it all?

Answer. Yes, sir.

Question. How can you tell where it goes, or the use made of it?

Answer. We have generally kept a minute of that fact.

Question. Where are those minutes?

Answer. They are up stairs, such as they are. As to the amount that comes into my hands, I suppose that the bills for stationery paid by the Clerk of the House will show that. They are reported annually at the commencement of each session. So far as the bills of the last Congress are concerned I have no book showing what came in. I have generally kept a little kind of memorandum of what was sent to me, that is, a memorandum is sent to me with the articles, and I have checked them off as they came in. As for the particular articles going out, I think I have been as particular as most persons would have been under the circumstances, having the amount of business I have had to do, and no one to help me in the room. Until General

Cullom came in, I did not have, at times, any one even to help bring the stationery to my room.

By the Chairman:

Question. There is one thing you said about which I wish to a you some questions. You say that the stationery bills paid by the Cle of the House will show all the stationery that you receive, becau all the stationery goes into your possession. Was that what y said?

Answer. I am not certain that those bills would show that; bu should judge they would. I can bring down here some memoran of the articles sent to me, because they were generally accompani by such memoranda, for I have been in the habit of taking t bills and memoranda, after I had checked off the articles as th came in, and pasting them together. Sometimes the articles th were called for by the memoranda for one particular box would n all come in that box. Sometimes a box would have some thin charged to another box.

Question. When the stationery goes out from your office do y keep any note or memorandum of that fact?

Answer. I kept a memorandum pretty generally during the la Congress. To be sure, in the Clerk's office, or the account for the Clerk office, I may not have charged everything.

By Mr. Curry:

Question. Do you keep a memorandum of the price?

Answer. Yes, sir.

By Mr. Ricaud:

Question. Does all the stationery pass through your hands?

Answer. I think so, all of it; and all the bills of stationery receiv that I have certified are correct.

By Mr. Horton:

Question. When you are unable to be in your office for a day or tw at a time, is stationery delivered from your office during your absence

Answer. It is; I have been sick for weeks at a time, and it h been going out all the time.

Question. Have you no control of it in your absence?

Answer. I have not; when Mr. McKean, the chief clerk und Colonel Forney, was here, I was forced to leave my key with him d ring my absence; and I have understood that he frequently left it o his desk all night; I am entirely under the control of the Clerk, who c demand my key from me at any time.

By Mr. Ricaud:

Question. When General Cullom was in office did he ever have th key of your room?

Answer. Only upon one occasion, I think; I was unwell about tw weeks with a hemorrhage, and my wife sent the key to him, enclos in a note; and while I was away last summer Mr. Ingram had th key.

By Mr. Davis:

Question. In your absence who attended to your business for you

er. I do not know as I can tell; I think Mr. Emerick some-
d the key, and sometimes Mr. Buck had it.
ion. I understand that when you were absent those men had
your office?
er. I do not know who had access to it; any one to whom
k choose to give the key, I suppose.
ion. Did you leave your books there, so that when any sta-
was taken out it could be charged?
er. Yes, sir; the books, such as they were, were always
hether I was there or not; they were mere memorandum
which a running account was kept without any posting.
ion. When you returned again to your duties, did you find
ounts in those books all kept up?
er. I think that generally mere memoranda on paper were
ile I was absent.
ion. Since Mr. Cullom has been clerk, have you ever given
onery except to persons entitled to it as officers of the House?
er. I have.
ion. To whom?
er. I do not recollect to whom, particularly; I have made
tle presents of things; I have considered that I was entitled
le stationery myself; sometimes I have had samples that I
d, which never were paid for by the office, and I might have
half of ream of paper and some other things besides; I con-
that I was entitled to what the office allowed the other clerks.
ion. Do you know what the stationery and other things that
e thus taken amounts to?
er. I do not. I do not suppose that for the whole eight years
een here that I have used myself or given away altogether
rth of stationery.
ion. I want to confine this examination to the last two years.
name any person to whom you gave anything?
er. I gave a dressing case to the present Clerk of the House,
. Allen; I do not know that Mr. Allen ever knew that it was
ged to his account. If he did know it, he probably supposed
was all right.
ion. It was a present from you to him?
er. It was.
ion. Do you recollect of any other present made by you?
er. I gave a portfolio to a lady, last Christmas, but I think it
y worth while to name her.
ion. What amount of stationery and other articles have gone
way during Mr. Cullom's term?
er. I have no idea. I delivered to clerks and others pretty
hat they called for.
ion. Has Mr. Cullom, as Clerk of the House, received as much
way, or any more, than his predecessors in office?
er. I do not think he has.

By the Chairman:

ion. You were speaking of what the clerks considered as their
What did that amount to?

Answer. They considered that they were entitled to about the same amount as a member of Congress, that is, $45 worth for the long session, and $25 for a short session.

Question. Has that been the custom of the clerks ever since you have been in office?

Answer. That is my recollection. Some of them may have gone beyond, where it was necessary. They are not limited, exactly; but that has been the general understanding. I believe when Mr. McKean came in as chief clerk he so decided.

By Mr. Curry:

Question. Did they get their stationery from you?

Answer. They did.

Question. We have got a parcel of stationery here for the use of this committee. What note do you make of that?

Answer. I have nothing to do with it; the Postmaster furnishes that.

By Mr. Ricaud:

Question. Who furnishes the different committees?

Answer. The Postmaster.

By Mr. Davis:

Question. Has not, within the last two years, a large amount of stationery been given out by you to persons who were not entitled to it as officers of the House?

Answer. I do not recollect of having given out any stationery unless by order of the Clerk, except as I have stated.

Question. Have you charged yourself with the articles you have mentioned?

Answer. I may not have done so at all times. I do not recollect whether I charged myself with that dressing case or not. But I can say that I have been quite as particular with myself as I am with other persons.

By the Chairman:

Question. You speak of persons to whom you have made presents outside of the office, persons not connected with the office in any way. Do you mean to say that you considered those presents as embraced within the limits of what you considered yourself entitled to?

Answer. Yes, sir. I do not think I have taken or given away more than is allowed to members of the House.

Question. Did you make these presents to persons under whom you held office, or were they given to your friends and social acquaintances?

Answer. Merely to my friends and relatives. If I had anything that I considered mine, and chose to give it away, I gave it to them. I thought I was particular, very, myself.

Question. The present you speak of having given to a lady was a Christmas-gift, I understand?

Answer. Yes, sir.

Question. What is there to prevent members of Congress from appropriating more stationery than is allowed by law?

Answer. I do not see how they can get it, unless I choose to let them have it. Gentlemen present know that members of Congress are in the habit of coming into my office with their gentlemen and

lady friends, sometimes four or five of them, to look at my cases as they have been open. It was a very usual thing for them to do so, though not so much so now, for we scarcely allow members of Congress to come into the office and look at the articles there. But during the last Congress they did it a great deal. I throw the cases open for them, and sometimes may have to deliver stationery to other persons, perhaps to the post office at the same time. I do not know as there was anything to prevent their taking articles surreptitiously, but I do not know that they have done so, and I do not think they have.

By Mr. Curry:

Question. Do you deliver stationery on the orders of members, or do they not get all their stationery of the Postmaster?

Answer. If I deliver anything to members of Congress themselves it is because the Postmaster is busy, or something occurs to prevent his attending to it. But I charge it to the post office, and go there and have it charged to the members, unless I forget it, perhaps.

By the Chairman:

Question. Did Mr. Cullom give you any instructions or directions to exercise caution in the delivery of stationery?

Answer. He has very frequently cautioned me to be very careful, and I consider thatI have been.

WM. H. MINNIX.

JOHN M. BARCLAY called and sworn.

By the Chairman:

Question. What is your official position and how long have you held it?

Answer. I am the journal clerk of the House of Representatives, and have held the office as assistant clerk for some ten years past, and still hold it.

Question. I wish you to state what you know in reference to the stationery contracted for and delivered while General Cullom was the Clerk of the House.

Answer. I have very little knowledge upon the subject, except what I obtained when present at the time the specimens were opened and examined during last summer. I think that was the only occasion during his term that I have been present when the stationery was exhibited or talked about.

Question. What occurred on that occasion?

Answer. I was there a portion of several days. I think that on the first day boxes and bundles of stationery were opened, and the samples exposed upon tables. It was examined by all of us. I did not give the examination as much attention as the others, perhaps, as I was unwell a part of the time. I think that Mr. Buck and Minnix gave it the most attention.

Question. At whose request did you go there?

Answer. At the request of Mr. Cullom.

Question. What reason did he assign for requesting you to go there?

Answer. He disclaimed a knowledge of many of the articles that were likely to be desired, and wished the benefit of the experience of

those who were, perhaps, more familiar with stationery and the wants and requirements of the office than himself.

Question. What occurred while you were present?

Answer. The stationery was opened; the paper was tried by writing upon it; the wax was tried by burning it and using it on paper, and the fancy articles were looked at and examined.

Question. In other words you examined the articles until you were satisfied as to their quality?

Answer. Yes, sir.

Question. State, if you please, if you made the selections at that time, and the principles upon which you made them?

Answer. I had very little to do with making any selections. I recollect of expressing the opinion there, and I think it was remarked by others, that a certain man's bids, concerning a number of articles, were upon the whole the best of all that had been made.

Question. Do you recollect who that was?

Answer. I understood it to be Mr. Ames.

Question. Was there any margin reserved or allowed to General Cullom, or any of his employés, or those concerned in making the examination, from the contractors in any way, or their agents, to influence the acceptance of their bids?

Answer. Not to my knowledge.

Question. Do you know of any fact that tends to show any corrupt bargain or contract, express or implied, any secret reservation, or any anything of the kind that does not appear openly, either on the part of General Cullom or any one in his employ?

Answer. I know of nothing of the kind.

Question. Do you know of any separate, isolated, or independent fact, which, in connexion with other facts that may be established, would be likely to indicate anything of the sort?

Answer. I do not.

Question. Did you examine the stationery as it was received from the contractors, or have you examined it since?

Answer. I have made use of a great deal of stationery which I have been told has been received from the parties who then received contracts.

Question. How does the stationery received under General Cullom compare with that generally received previously.

Answer. My impression is that the stationery is now quite as good as it has ever been since I have been connected with the clerk's office; as to the comparative prices I am not so familiar.

By Mr. Davis:

Question. Did you examine the samples furnished before the contracts were made?

Answer. Pretty nearly all.

Question. Has the stationery received come up to the samples, as a general thing?

Answer. It would be difficult for me to retain in my mind all the particulars regarding those samples. I am not aware of any difference, but I cannot state positively in regard to that. I think, however, if there had been any marked difference I should have been struck by it.

By Mr. Horton:

Question. What has been the custom among the clerks as to the amount of stationery to which they are entitled?

Answer. We have understood ever since I have been here that we had a kind of *carte blanche* upon the stationery clerk, of course not to be abused, for anything within reason that the clerks might desire.

By Mr. Davis:

Question. For your own purposes, or for official purposes?

Answer. For our own purposes.

Question. Anything beyond that?

Answer. No, sir.

By Mr. Horton:

Question. What was the limit?

Answer. I have heard that sometimes talked of, but not authoritatively. Since I have been in office I have heard that some one of the chief clerks said that the clerks were limited to the same amount allowed to members of Congress; I do not think I have ever heard the Clerk or the chief clerk say anything about it. I do not suppose that any clerk ever took more than that.

By the Chairman:

Question. Then the committee are to understand that the usage and custom is that their personal stationery has been regarded as the perquisite of the clerks, and you have heard it said by some one that it had been decided that they were limited to the amount allowed to members of Congress.

Answer. Yes, sir.

By Mr. Davis:

Question. Is there any law authorizing the clerks to receive stationery for their own use?

Answer. Not that I know of.

By the Chairman:

Question. Was this custom established before or since Mr. Cullom came into office?

Answer. Before.

By Mr. Horton:

Question. Has this custom been one of long standing?

Answer. Certainly for ten years past, and I have understood for many years longer.

By Mr. Davis:

Question. Have you any knowledge of the amount of stationery thus taken by the clerks?

Answer. I have not.

By the Chairman:

Question. How many appointees of the Clerk of the House are there?

Answer. I think some twenty-five or thirty altogether; some twelve or thirteen clerks, besides messengers, in the office proper; and then what we call "the colony," in the land office, includes some eight or ten persons.

JNO. M. BARCLAY.

JAMES C. WALKER, called and sworn.

By the Chairman:

Question. What has been your position in connexion with the House of Representatives?

Answer. All the time I was connected with the House under Gen. Cullom, and now under Mr. Allen, I have been at the reading desk in the hall.

Question. Were you connected with the office at the time General Cullom was elected, and before?

Answer. I had previously been reading clerk for two years, under Colonel Campbell and Judge Young; altogether 4 years in the office.

Question. Tell the committee what you know with reference to the contracts for stationery made by General Cullom, while in office?

Answer. I know nothing in the world about them.

Question. Were you ever engaged in examining the samples offered?

Answer. I was.

Question. When was that?

Answer. It was during last spring or summer.

Question. What occurred then?

Answer. There was a very large amount of stationery exhibited in the room of the Committee on Foreign Affairs, which we looked over, and from among which we selected such as we thought ought to be purchased. That is about all that we had to do with the matter.

Question. At whose instance did you do this?

Answer. At the instance of General Cullom.

Question. What instructions did he give you as to your examination?

Answer. He requested us, I think, to go up into that room and examine the samples of stationery, and select such as we thought best suited for the use of the office and of the House.

Question. Did you make such selections?

Answer. I did, in connexion with other persons.

Question. By what principles were you guided in making your selections?

Answer. So far as I was concerned, I simply tried to select the stationery best suited for the purposes for which it was designed.

Question. Do you know anything about the stationery as furnished under the contracts made?

Answer. There were two samples of paper which were brought to me by Mr. Minnix, to be compared with the samples sent in with the bids, and I thought the stationery furnished was rather better than the samples.

Question. Do you recollect the name of the contractor who furnished that stationery?

Answer. I do not.

Question. How does the stationery generally compare with the stationery heretofore furnished?

Answer. I think it compares very favorably; it is as good, if not better than the stationery before furnished.

Question. Do you know whether, in making these contracts, any

nargin was allowed or reserved to General Cullom, or any of his em-
)loyés, to induce the acceptance of bids?
Answer. I do not.

By Mr. Ricaud:

Question. Do you know of any per centage paid, or to be paid to
Jeneral Cullom, or to any of his employés, to influence the awarding
'f contracts?
Answer. I do not.

By Mr. Curry:

Question. Do you know of any one that General Cullom employed
iaving contracts?
Answer. I do not.

By the Chairman:

Question. Do you know of any of his employés being interested or
oncerned secretly in any of the contracts?
Answer. I do not.

By Mr. Ricaud:

Question. Were you present when the bids were opened?
Answer. Yes, sir; I think they were all opened in the room where
ie samples were.
Question. Was your attention called to the similarity in the hand-
'riting of different bids, purporting to come from different parties?
Answer. It was not.

By the Chairman:

Question. Has your attention been called to it since that time?
Answer. No, sir.
Question. Have you ever heard of it?
Answer. No, sir.
Question. Examine the bids here signed by "J. Wheelwright,"
McSpedon & Baker," and by "Ames, Herrick, Barnes & Rhodes,"
nd state your opinion of them.
Answer. I now observe a strong similarity in the handwriting, but
ever had my attention called to it before.

By Mr. Ricaud:

Question. What has been your understanding as to the privileges
f clerks and employés in relation to stationery?
Answer. There was a period in the history of the Clerk's office
'hen there was a sort of understanding among us that each person
mployed in the office was entitled to as much stationery as is allowed
) a member of Congress; but I am very certain that, so far as I am
oncerned, I never have got the half or the quarter of it.
Question. You considered that you were entitled to all that was
ecessary for the performance of your duties?
Answer. That was all that I took, or all that I requested, except,

perhaps, some little article that might not have been strictly required by the duties of my office.

By the Chairman:

Question. Do you know of any fact, or of any circumstance, tending to show, directly or indirectly, or by fair implication, any corruption, misfeasance, or malfeasance on the part of the Clerk of the House, or of any in his employ, in relation to the stationery contracted for?

Answer. I do not.

By Mr. Ricaud:

Question. Do you know of any corruption in any contract made by the Clerk, or any person under him?

Answer. I do not.

J. C. WALKER.

JANUARY 25, 1858.

HUDSON TAYLOR called and sworn.

By the Chairman:

Question. Where do you reside, and what is your occupation?

Answer. I reside in Washington City, and I am a bookseller and stationer, and have been on my own account for about nine years; and was a clerk in a stationery store about 14 years before.

Question. With what house are you associated?

Answer. Taylor & Maury, of this city.

Question. State whether you are or have been a contractor under the Clerk of the House of Representatives; and if so, for what period?

Answer. I have had one contract, made last September, I think.

Question. Was that contract with the late Clerk, Mr. Cullom?

Answer. It was.

Question. What was the amount of your contract?

Answer. Our bill is $600.

Question. Was that the extent of your bids, or did you bid for other articles?

Answer. We bid for pretty much all for which proposals were asked, but we obtained only a portion of it?

Question. Have you complied with your contract by delivering the articles agreed upon?

Answer. We have.

Question. Have your bills been paid?

Answer. No, sir, I did not understand that the bills were to go to Mr. Cullom, the late Clerk, but supposed that they were to be presented by the Clerk chosen by the present Congress, and when I presented them they were not paid I have learned since that Mr. Cullom would have paid them had they been presented to him.

Question. Have all the articles you contracted for been delivered?

Answer. They have, and the bill for them has been certified by the stationery clerk.

Question. Had you a personal acquaintance with the late Clerk, previous to the time that you submitted your bids?

Answer. I had but a slight acquaintance with him.

y any bonus, consideration, gift, reward, promise of reward, or
her consideration, in order that your bids, or any part of them
be accepted?
wer. Nothing in the world.
stion. Do you know of anything of the kind being done by any
or person in your employ or in your interest?
wer. I know it was not done, for I managed all those affairs
.
stion. Has the late Clerk, or any one in his employ or under
pointment received, or have they any promise of receiving any
dvantage, or benefit, in any way arising out of your stationery
ct?
wer. No, sir.
stion. How did you learn of the acceptance of your bids?
wer. The information was sent to us as it always has been
we have had many other contracts with other departments of
vernment; a letter came to us saying that our bids for such and
rticles had been accepted, and requiring us to give bonds, which
ne.
stion. By whom was this letter written?
wer. I do not remember. It came to us in the regular way, in
cial envelope.
stion. Do you know any of the other contractors for stationery?
wer. I cannot say that I do, except Mr. Ames, of the firm of
Herrick, Barnes & Rhodes, of New York; I have understood
r. Wheelright, of Baltimore, was a contractor.
stion. Do you know Mr. Wheelright?
wer. I do.
stion. What is his standing in the trade?
wer. It is very excellent.
stion. Do you know the house in New York of which Mr.
is a partner?
wer. Yes, sir, very well.
stion. What is the character of that house?
wer. I have always understood it to be one of the best houses

we have traded with them in preference to others because their goods were always in such perfect order. I know the trade generally respect that house very highly, probably more than any other in New York. I know only one of the partners personally, Mr. Ames.

Question. Do you know of any bargain, any corrupt combination or agreement, or of any fact that, taken in connexion with other facts, might tend to establish anything of the kind between the late Clerk, or those in his employ, and any other person or persons in regard to the awarding of these contracts?

Answer. I do not know of anything, though I have heard a great deal said through the city of such being the case.

Question. Have you ever examined the stationery that has been furnished under contract with Mr. Cullom by yourself and other persons?

Answer. I have never examined it; I was up here in the Postmaster's office one day, about a week since; as I was sitting there, the Assistant Postmaster got some paper out of a cupboard there, of which I saw a great many reams there; he brought some of it to me, saying "Taylor, what kind of paper is that?" I said that it was the best made in the country; I think it was made by Platner & Porter; he said, "do you say so?" I said, "I do, distinctly." Said he, "what do you think this paper costs us?" It was gilt-edged paper; I said, "you get it for $3 50, or perhaps $3 75 a ream." He replied, "we pay only $3 a ream;" I told him there must be some mistake, that they must have marked the paper wrong; he said no, that there was no mistake about it. He then showed me some note paper, which I think was the same that we supplied I said that I thought that was very fine paper, and turned to a gentleman who sat by me, and asked him what he thought of it; he said he thought it was very fine paper. The Assistant Postmaster then said that members of Congress complained of both of those kinds of paper. I know that gentlemen have brought some into my store, and said that our clerks had chiseled them, and did not give them good paper. I told them I would exchange other paper with them for that, and did so; they selecting a paper costing but about half as much as the other.

By Mr. Davis:

Question. What kind of articles did you furnish under your contract?

Answer. We only furnished two kinds of paper, a note paper, and a small sized letter paper.

Question. Were the prices that you received under your contract the usual prices?

Answer. They were pretty low; they were so low that when we got the letter accepting that portion of our bid I discussed the propriety of our taking the contract.

Question. Were you and your partner bidders for other articles of stationery?

Answer. We were.

Question. Were the bids for the other articles rejected?

Answer. They were.

Question. Have you ever seen any of the contracts that were awarded to other parties for the same articles for which you were bidders?

Answer. I never have; after we received the letter I have mentioned, I sent up and got our samples away. The stationery clerk examined our paper, as it was delivered to him, and gave us a receipt that it had been received.

By Mr. Ricaud:

Question. Have you ever supplied any stationery to other clerks of the House?

Answer. We have never had any contract before, though we have sometimes sent in bids. We have sold stationery to the Clerk's office here during two or three of their terms.

HUDSON TAYLOR.

ISAAC AMES called and sworn.

By the Chairman:

Question. What is your place of residence, and your business?

Answer. My residence is New York; I am in the stationery business, in the firm of Ames, Herrick, Barnes & Rhodes.

Question. Have you in the course of your business furnished stationery by contract for the House of Representatives?

Answer. We have.

Question. With whom did you make the contract?

Answer. It was with Mr. Cullom.

Question. Do you recollect the date of it?

Answer. I do not.

Question. What was the amount of your contract?

Answer. It was about $15,000 or $16,000.

Question. What character of articles did you contract to supply?

Answer. General stationery, such as paper, &c. We sent a large variety of samples, and I presume they stood on their merits; they selected such of our articles as suited them, and for that portion we were awarded the contract.

Question. Have you delivered those articles in pursuance of your contract?

Answer. We have.

By Mr. Ricaud:

Question. About what time was that contract entered into?

Answer. I think it was in July, 1857.

Question. Have you received your pay?

Answer. Not all of it.

By the Chairman:

Question. From whom have you received that which you have obtained?

Answer. From Mr. Ingram and Mr. Cullom. A portion of it accruing since Mr. Cullom went out of office we have not received.

Question. Were you acquainted with Mr. Cullom before you made this contract?

Answer. He was in our store in New York, at one time, and as I

understood from him, looking for some stationary for the House of Representatives. He asked our prices for a number of articles, and seemed to be satisfied with them. He afterwards asked us if we were disposed to enter into a contract to furnish the House of Representatives, and conform to the advertisement for proposals that had been issued. We told him that we were. He requested us to send samples here, which we did. Some portion of the articles for which we proposed were awarded to us and some portions were not.

Question. Did you make any bargain or agreement with him, express or implied, by which you were to pay him any bonus, or allow him any margin, or give him any consideration, by reason of which you were to get a contract for the articles for which you bid, or for any portion of them?

Answer. No, sir, none whatever.

Question. Have you given him anything in any form, or given to any of his employés or appointees anything by reason of which you obtained your contract?

Answer. No, sir.

Question. Are you to give him or his employés anything?

Answer. No, sir.

Question. Is any one employed by you or engaged in your interest to do it on your behalf?

Answer. Not to my knowledge.

Question. Who prepared your bids and forwarded them?

Answer. That was done by Mr. Gideon, of this city, at our request. I was in Europe at the time the contract was awarded, and as I was the only one of our firm who had any conversation in regard to furnishing samples to Mr. Cullom, I was left to attend to it. I had no idea that our bids would be received, or rather did not suppose so. We have been in the habit of supplying stationery here, directly and indirectly, through Washington stationers. I did not give the matter much attention, but supposed that the contracts were to be awarded to Washington stationers, and we would supply the stationery indirectly. I was in Europe when I learned that the contract had been awarded to us, and Mr. Barnes had samples forwarded to Mr. Gideon, of this city.

Question. Did you prepare your bids yourself, or did you get Mr. Gideon to do that for you?

Answer. We sent our invoice to Mr. Gideon and authorized him to prepare the bids.

By Mr. Davis:

Question. Was Mr. Gideon acting as your agent in this matter?

Answer. He was. He had done some other business for us, and we had an acquaintance of some standing with him. He had been in the habit of buying from us such articles as he used in his business.

By the Chairman:

Question. You say you had little expectation of getting the contract; why so?

Answer. We are importers of stationery, and have been in the habit of supplying the stationery to the House, through Washington stationers, for many years, directly or indirectly. When propositions

d we may have proposals from those parties in Washington,
y Taylor & Maury, Mr. Bayley, and Mr. Farnham; some
ltimore and Philadelphia, and perhaps some from parties in
rk. We can generally judge from the character of the sam-
ed for what place they are intended, and we have never cared
ere with their propositions. But General Cullom came to our
a stranger and inquired the prices of stationery, which we
we would have done to any other person. I understood at the
t he was making inquiries of other houses in the city. In
nce of what he said we were induced to make proposals, and
ne first time that we have supplied stationery directly to the
f Representatives.

ion. How does the stationery which you supplied this year
with that which you have supplied to stationers here in
years?

er. I cannot say, exactly. But they have had the very best
ry. We have, at different times, got up for parties here a
ationery which has amounted to thousands of dollars, according
they required, together with our prices. They sometimes aim
similar articles, but perhaps 25 or 30 per cent. less in price,
their stead. I know that they have got samples of us of
nd Rogers' cutlery, which is the best to be had, and then they
d to get American cutlery introduced in the House. They
isfaction but were not so good as the articles which we furnished.
en the samples which we sent have been accepted, we have
d goods exactly like them.

ion. How does the stationery furnished this year compare with
ionery furnished under previous contracts?

er. If our samples were taken, it would be the same. What
to say was with regard to cutlery, that better samples were
d than goods have been furnished; in regard to the item of
for instance. That is a pretty large item. We sell large
ies of cutlery for small profits, trusting rather to the quantity
n to high prices for our profits. Between the cutlery we sell
nerican cutlery there is a broad difference. American manu-
s imitate English patterns exactly, trade marks and all; but
tlery bears no comparison to the English cutlery. One of the
n the post office here showed me a knife at $12 a dozen, of
ne made some complaint. He said that they had precisely the
uality for $10 a dozen. It struck me either that he was mis-
r that the parties who supplied them had done it at a loss. I
im to get me one of those knives, which he did, and the articles
mpared. I told him that as I was interested in this matter I
not express any opinion; but if he would take the two knives
stationer in this city he would tell him the difference in their
once. The clerk was afterwards satisfied that what I had
nted to him was correct.

tion. Have you any knowledge of any bargain, contract, or
ent, express or implied, between General Cullom or any of his
ees with yourself or with anybody else, by which he or they were
e any benefit or advantage from letting out these contracts?

Answer. None whatever. I will say this, that if we had known who General Cullom was, and that he had come to our store for the purpose of getting stationery to supply the House of Representatives, we should have charged him an advance of some ten or fifteen per cent. without regard to whether we were to get a contract or not. If we did not supply it directly, we would have given no offence to any of our stationery customers, and would have supplied it to them, no matter who got the contract.

Question. In other words, you did not care to come in competition with your customers in this matter?

Answer. That is what I mean.

Question. Will you state whether, in consequence of your obtaining the contract, the articles you furnished were more cheaply furnished than they would otherwise have been?

Answer. I cannot tell.

Question. Had you known General Cullom when he came into your store would you have made your bids as low as you did?

Answer. I do not know as we should. We should have regarded supplying the House of Representatives in precisely the same light as supplying a good customer, who paid his money promptly, which is a consideration in these times; but as a general thing we have kept aloof from this matter, for we have done a good business during many years past with stationers in this city: Taylor & Maury, Mr. Farnham, &c., supplying them with stationery at our lowest jobbing prices, which I presume are lower than they could get of any other stationer in this city or anywhere else. There are many articles similar to ours, but they are not so good. The goods we keep are generally of the best quality, of English and German and French manufacture. Many of these articles are now imitated by American manufacturers. Within eighteen months past they have begun to make these heavy fine glass inkstands; but still they are not so good as the English article. In the articles of cutlery they imitate all the patterns, but they are not of so good a quality. By the way, I understand that a lot of bogus cutlery has been delivered to the Senate. English paper is imitated.

The Chairman here handed the witness several knives, and asked him of what manufacture they were.

The witness stated that they were of English manufacture.

Question. How do you know that these knives are of English manufacture?

Answer. I judge by the general appearance of the knives. They have a finish that we have not reached yet. We lack the nicety of the foreign manufacturers in putting these shields in the handles, in putting in the backs, and in other particulars. The blades in the English knives are generally hammered; but in this country they are cut out by machinery of plates that have been rolled out to the proper thickness. They aim rather to make cheapnees the standard than quality.

Question. Then you would say that a man inexperienced in these matters could be very easily imposed upon as to the quality of these articles?

on. When did you see General Cullom in regard to the pro-
ntained in the advertisement under which you entered into
t?
r. Not till after the contracts were made, after my return
ope.

ISAAC AMES.

es W. Baker called and sworn.

y the Chairman:

on. What is your residence and your occupation in life?
r. My residence is in New York, and my business a stationer
lope manufacturer.
on. With what house are you connected?
r. With the house of McSpedon & Baker.
on. What contract had you with the late Clerk of the House
sentatives?
r. A contract to furnish envelopes.
on. Have you furnished stationery in compliance with your
?
r. Yes, sir.
on. Have you been paid?
r. I think there is something still due; we have been paid

on. Did you have any understanding or agreement with Gen.
or with any of his employés except what appears on the face
contract?
er. No, sir.
ion. Did you give to him or any of his employés any consid-
or offer to him or them any reward, to induce him to give
contract which you have made?
er. No, sir.

By Mr. Ricaud:

ion. Who prepared the bids that were submitted in your

the contract was made, so far as I recollect; I think the entire amount of the contract was about $3,000.

Question. Have you filled your contract?

Answer. The contract is for this Congress, and the clerk orders as he may need supplies; we have supplied some very recently.

By the Chairman:

Question. Do you manufacture your own envelopes?

Answer. Yes, sir; and we are probably the largest envelope manufacturers in the United States.

By Mr. Davis:

Question. Are the prices you receive under your contract the prices you generally get for the same amount?

Answer. Yes, sir; though for some of the articles we furnish we get a higher price out of our store than we get here.

By the Chairman:

Question. How does the quality of the envelopes that you furnish under the contract compare with your general trade?

Answer. It is the same; we manufacture all kinds, of all qualities, and at all prices; those we furnish here are precisely according to the samples that accompanied our bids.

By Mr. Ricaud:

Question. Have you furnished envelopes to the House under any clerks previous to General Cullom?

Answer. I had a contract under Colonel Forney; I furnished pretty largely of stationery under him.

Question. Did any part of your contract with Colonel Forney cover the same articles contracted for under General Cullom?

Answer. Yes, sir.

Question. How do those items compare as to quality?

Answer. I think we got a higher price for the same quality under Colonel Forney than we do now; we then did not manufacture so largely as we do now; we now manufacture by machinery, and furnish a better article than we did then when we had to get them as we best could.

By Mr. Davis:

Question. Was there any collusion between you and any of the other bidders?

Answer. No, sir.

By the Chairman:

Question. Did Mr. Gideon execute your contracts?

Answer. He did, at my request.

CHAS. W. BAKER.

J. WHEELWRIGHT called and sworn.

By the Chairman:

Question. Where is your residence and what is your occupation?

Answer. I reside in Baltimore, and am in the paper business. I

agent for paper manufacturers, and also do business on my own)unt.
)uestion. Have you a contract with the Clerk of the House of Rep-ntatives?
ınswer. I have had one with Gen. Cullom.
)uestion. When was it made?
ınswer. It was made last summer and I filled it last fall.
)uestion. Have you furnished the articles in pursuance of the terms he contract?
ınswer. I have done so.
)uestion. Have you received your pay?
ınswer. I have.
)uestion. Had you an acquaintance with Gen. Cullom previous to r contract?
ınswer I had not. I never was introduced to him until to-day.
)uestion. Was there any agreement, bargain, or understanding, ress or implied, between you and him, or between him or his em-yés and any one in your employment in connexion with your con-:t other than appears in that instrument?
ınswer. Nothing at all.
)uestion. Did you give him or anybody in his employment any us, money, valuable consideration of any kind, in consideration of r contract?
ınswer. I did not.
)uestion. Who prepared your bids?
ınswer. Mr. Gideon, of this city. I prepared the samples. There a great deal of form to go through in making these bids. I think t a separate bid for each article to be furnished was to be made; an nense deal of writing to be done, and Mr. Gideon prepared some nk forms and had them printed. I authorized Mr. Gideon to sign m for me as I was travelling a great deal.

By Mr. Horton:

Question. Did you sign the contract afterwards?
Answer. I did, and furnished the required securities.

By Mr. Ricaud:

Question. Were the articles furnished by you at fair and reasonable ices?
Answer. We get a great deal more sometimes. The articles I fur-shed were better than my samples.
Question. Have you been in the habit of furnishing under any pre-ous clerk?
Answer. I never did. I had a contract once with another depart-ent.
Question. With what department had you that contract?
Answer. It was a contract in which I was interested with my brother. e lived at a distance and I got him the information about the matter; d the samples made at my own expense, and filled out what papers re necessary, but the contract was in his name. I am interested in though my name does not appear in the contract. It was a con-ct for furnishing paper to the Post Office Department.

Question. What did you contract for under the Clerk of the House of Representatives?

Answer. Letter paper and note paper of different kinds. I offered, I think, for about 12 or 15 different kinds of paper. I received a contract for only a small portion of the fine paper, though I got a contract for all the coarser kind for which I offered.

By the Chairman:

Question. Was there any understanding or agreement between you and any other bidder as to the character of the articles to be bid for? In other words, did you form any combination with any other parties who put in what appeared to be separate and independent bids?

Answer. I was interested with a party to a small extent. I furnished samples to a party here, whether he put those samples in or not I do not know. If he did I am interested with another party.

By Mr. Ricaud:

Question. Did you enter into any combination with other parties by which you agreed among yourselves to keep back certain bids if certain other bids were put in.

Answer. No, sir; I never thought of such a thing.

J. WHEELWRIGHT.

GEORGE S. GIDEON called and sworn.

By the Chairman:

Question. What is your business and your place of residence?

Answer. I reside in Washington and carry on the business of printing and bookbinding.

Question. Had you any contract under the Clerk of the House of Representatives to furnish stationery?

Answer. No contract, but orders for stationery, &c.

Question. Do you know anything about any contracts made by Mr. Cullom?

Answer. I know something about the bids of Mr. Ames, of Mr. Baker, and of Mr. Wheelwright.

Question. What do you know about them?

Answer. They employed me as their agent to superintend their business in case they got contracts. They sent me their propositions to put in for them. They had each made out their proposals for all the articles upon which they bid upon one piece of paper. The advertisement of the Clerk required each bidder, "though he may desire to propose for the whole of the articles above enumerated, will be required to make a separate and distinct proposition for each item, and no proposition or paper embracing more than a single item will be considered." I found they could not be put in in the form they were sent to me, and I had some blanks prepared and printed at my office, and had the various items and prices of their bids put in these blanks, so as to comply with the requirements of the advertisement.

Question. Who filled up the forms?

Answer. My clerk.

Question. That is the reason why they appear in the same handwriting?

Answer. Yes, sir. Some of the gentlemen who employed me as their agent bid against each other, but that was none of my business.

By Mr. Horton:

Question. Had they any collusion between themselves?

Answer. None in the world, to my knowledge.

Question. Then you merely acted for them, and kept your own counsel?

Answer. Yes, sir. My business of printing and bookbinding has fallen off a great deal, and I am engaged in the agency business for men who have contracts with the government, settling up their accounts. I have collected thousands of dollars for different persons in this way. Under Colonel Forney I collected for Baker & McSpedon and others. I have collected a large amount of bills against the Senate and House of Representatives.

By the Chairman:

Question. Do you know of any contract, agreement, or bargain, expressed or implied, between General Cullom, or those in his employ or under his appointment, with either of these parties, or with anybody in connexion with these stationery contracts?

Answer. I know of none whatever.

Question. Do you know of any reward, benefit, or advantage that has accrued to him, or any promise to him, in consideration of these contracts?

Answer. I do not.

By Mr. Davis:

Question. Or any one in his employ?

Answer. I do not.

By the Chairman:

Question. Do you know of any margin reserved by General Cullom in these contracts?

Answer. None that I know of. The gentlemen who obtained the contracts left the whole matter to me. I do not know as they were in the city when the contracts were made.

Question. Then they furnished their samples and invoices of prices to you, and you had the bids prepared in the proper form under your direction?

Answer. Yes, sir.

Question. When their bids were accepted did they execute the contracts?

Answer. They did. The contracts were sent to them by the Clerk, or by his order, and they executed them and returned them to him.

By Mr. Davis:

Question. Then you had no understanding with the Clerk of the House, or any one in his employ, in relation to these contracts?

Answer. None whatever. If the clerks knew anything about the

bids, or the parties making them, they did not get their knowledge from me in any way.

By Mr. Ricaud:

Question. Did you examine the stationery as it was sent in?

Answer. I did not, but I have seen some of it since.

Question. How did the samples furnished you compare with the articles formerly furnished?

Answer. When I spoke with these gentlemen on this subject I said to them: Send the best samples you can get; I shall have nothing to do with this thing if there is any attempt to put bad articles upon the government; for it would be a great damage to me. They assured me they would do so, and, so far as I am capable of judging, I think I have never seen better samples than theirs were. When the goods came, in pursuance of their contracts, I had them carted from the railroad depot, or the steamboat, to the Capitol; and I said to the clerks: If there is any article here not up to the samples I hope you will inform me of it, and I will take it back and have it returned. I do not intend that these gentlemen shall put bad articles upon the government, and I insist upon having returned anything that you disapprove of. Some things were returned, and I sent them back, and informed them by telegraph, and also by mail, about it. It was in regard to some envelopes They were not thought good enough, and I called for the sample and the quality they required, and telegraphed for that number. The article was forwarded here from New York by express, at a cost of $3 50 a box, and I had them delivered here.

Question. Did you hear General Cullom direct those supervising the reception of these goods to be careful?

Answer. He did so direct them, and was very particular to tell me that he expected I would let no bad article get into the office. In regard to the proposals being in the same handwriting, that of my clerk, I had full authority to prepare them, and there was no deception intended by that.

By Mr. Davis:

Question. Have you had any claims against Mr. Cullom, as Clerk of the House of Representatives, or do you know of any person having had claims against him for stationery or anything else?

Answer. I have had claims against him for stationery, and have had bills against him from other parties for various things.

Question. Do you know of these claims, or any portion of them, having been presented to him for payment, or having been presented to any of his clerks for payment, and payment having been refused, and persons around here buying them up at a discount?

Answer. I know of nothing of the kind; but I heard something of the kind was done in regard to a bill of Joseph R. Williams, from Ohio, a binder to the last Congress. He was elected binder, I think, by the Committee on Printing. A Mr. Smith had done some work for him on his binding, and these accounts were given to him in payment. Mr. Smith came here, needing money very badly. He came to see me. I told him that I could not raise any money in Washington, for nobody seemed to have any to lend. I said to him,

Do not these binders owe you some money? He said that they did. I told him to get a bill from them on the Clerk, and I could get the money on it for him. He did so, and brought the bill to me. I went with him and showed the bill to General Cullom. He made some show of hesitation about paying it without the approval of the Committee on Accounts. I told him the state of the man, his having no money, and that it was necessary for him to receive it. He said that if Smith would get the bill assigned to him he would pay it, under the representations made to him. I told Smith to go down and get the parties to assign the bill to him, and then bring it to me at my office, and I would go with him up to the Capitol and see General Cullom about it. It seems that he misunderstood me, and supposed that I was to meet him at the Capitol, and accordingly he went up there and looked for me, and waited until after three o'clock, when the office was closed, and it could not be paid that day. He said afterwards that he did not present the bill to General Cullom, as he expected to meet me there, and had waited there for me to come. He then went to the banking house of Suter, Lea, & Co., and, though it was after banking hours, he went in at a side door, and they discounted the bill for him.

Question. What was the amount of the bill?

Answer. It was four thousand and odd dollars.

Question. Do you remember the discount?

Answer. I do not, exactly; I think it was about $200. He came to my office with the money in his carpet bag, in gold, and told me what he had done; and I told him he had done wrong to pay that, as I could have got the money for him for nothing.

Question. What is his name and residence?

Answer. James B. Smith, 610, Chestnut street, Philadelphia.

Question. Is that the only case that you know of?

Answer. I have collected a number of bills from General Cullom for different parties, some of whom paid me for my services, though some of them I may not have charged anything.

Question. For whom have you collected these bills?

Answer. I have collected for a number of parties out of the city—among others, for Thomas Sinclair, of Philadelphia, and for George H. Levis, of the house of Charles Megargee & Co., Philadelphia. I do not recollect, or do not know whether any of the bills I collected had been refused by the Clerk.

By the Chairman:

Question. What was the date of this Smith transaction?

Answer. I do not recollect exactly; it was within the last four months. The objection that General Cullom had to paying this bill was, that it ought to go to the Committee on Accounts and be approved by them before he paid it. I told him that, so far as that bill was concerned, I would hold myself responsible for its correctness, and agree to refund the money to him if the Committee on Accounts did not approve it. I was very anxious to serve Mr. Smith, as he was a personal friend of mine.

Question. Had he any acquaintance with General Cullom?

Answer. Only a very slight acquaintance; he had met him once in Philadelphia.

By Mr. Davis:

Question. Have you long been agent to collect claims against the clerks of the House of Representatives?

Answer. I have been for some four years past, and am still engaged as such. I have several claims now, upon some of which I have advanced money, but I cannot get anything from the treasury. I cannot get at the money, from some cause or other, while other persons seem to have no trouble in getting it. I refer to bills similar to the one of Smith, of which I have spoken. I have been engaged in collecting accounts, not only against the House of Representatives, but against various of the departments.

Question. By whom was this claim of Smith assigned to him?

Answer. By the assignees of a Mr. Williams, a bookbinder to the House of Representatives.

Question. Was it required that the claim should have gone before the Committee on Accounts?

Answer. The compensation is fixed by law, but the Committee on Accounts have generally claimed the privilege of passing upon them. One of the reasons why the claims I hold, as it was assigned to me, were not paid, was that it had not been approved by the Committee on Accounts, though I have understood that others have been approved and paid.

By the Chairman:

Question. If the Clerk pays any bill before it has been submitted to the Committee on Accounts, does he do so upon his own responsibility?

Answer. He is responsible for the amount he pays out, if it is not finally passed by the Committee on Accounts, I believe.

By Mr. Davis:

Question. Have you ever had any understanding with General Cullom, or any of his clerks, in reference to any claims by which the claimants were to be shaved on their claims?

Answer. None whatever. All the money I have made out of the business I have kept myself as the legitimate profits of my business.

GEO. S. GIDEON.

JANUARY 28, 1858.

THOMAS DE K. HARRIS called and sworn.

By the Chairman:

Question. Do you occupy, or have you occupied, any position under the Clerk of the House of Representatives?

Answer. I have, and do now.

Question. For how long time?

Answer. I came into the Clerk's office in December, 1843, and have been in the office continuously until the present time, with the exception of one Congress.

Question. What position do you hold?

Answer. I am the clerk having in charge bills and joint resolutions,

and all matters ordered to be printed by the House, such as bills, joint resolutions, documents, reports, &c. I read over the journal so as to prepare a minute, and post my books so as to be able to discover at a glance the condition of any bill, joint resolution, &c.

Question. What do you know in regard to the stationery contracts made during last summer by General Cullom?

Answer. I know nothing at all about them.

Question. Did you take any part in selecting the stationery?

Answer. I was present while the samples were being examined, one day.

Question. At whose request?

Answer. At the request of General Cullom.

Question. What reason did he assign for wanting your assistance?

Answer. I do not remember particularly. It was a simple request that the gentlemen of the office would go up to look at the samples. I do not remember that he assigned any special reason.

Question. How does the stationery compare under the contracts made by General Cullom with that obtained heretofore?

Answer. I have not examined it very particularly. My impression is that it is about the same as we have heretofore had.

Question. Do you know of any bargain, agreement, or understanding, expressed or implied, by which any bonus, profit, or advantage, in any case, was reserved by General Cullom, or any of his employés, out of these contracts?

Answer. I certainly do not.

Question. Do you know of any facts that would throw suspicion upon those transactions, or that, connected with other facts, might tend to establish any corrupt agreement or arrangement?

Answer. I do not.

By Mr. Davis:

Question. What is the rule among clerks as to the amount of stationery they were entitled to receive?

Answer. I know of no regular, well-defined rule. I believe that in the Clerk's office the clerks have generally been in the habit of getting pretty much what they desired for their use. I have certainly done so myself. Some years more and some less. I do not remember that I ever went very extensively into getting stationery, but I got all that I wanted. That seemed to be the understanding generally.

By the Chairman:

Question. You mean that you did not buy anything at the stores that you could get in the stationery office?

Answer. Yes, sir; I never bought anything myself in the stationery line; I do not know that others did; when I say "get what we wanted," I mean anything within reasonable bounds.

By Mr. Davis:

Question. Was there any limit?

Answer. I cannot say that there was; may be a clerk would not be regarded as getting too much if he got $20, $25, or $30 worth of stationery.

By Mr. Ricaud:

Question. Do you know of any extravagance or improper use of stationery by clerks?

Answer. I do not recollect that I do.

By the Chairman:

Question. What is the feeling among the persons in the Clerk's office as to the importance of taking care of the stationery? Is it regarded as a matter of duty to do so, or do they destroy and waste it?

Answer. I have been in the habit of taking pretty good care of my own, keeping it under lock and key, and that seems to be the practice with others; though I have seen some little carelessness practiced by myself as well as others, but not to any great extent; for instance, if a member of Congress, or any other gentleman, comes in and asks the use of a pen and a sheet of paper, perhaps a quire or a half a quire may be laid before him, and you might find some paper lying around in that way.

THOMAS DE KALB HARRIS.

JOHN BAILEY called and sworn.

By the Chairman:

Question. Are you connected with the Clerk's office of the House of Representatives, and if so, for how long, and in what position?

Answer. I have been in the Clerk's office for 7½ years, and perform various duties in the office.

Question. What do you know about the stationery contracts made by General Cullom?

Answer. I assisted some in examining the samples, and laid out some of the samples which I considered the best, though I am not a judge of paper, and cannot tell of what it is made; I can only tell when it suits me, and writes easily.

Question. At whose instance did you assist in making these selections?

Answer. At the instance of General Cullom.

Question. Did he assign any reason for asking your assistance?

Answer. No, sir.

Question. Do you know anything about the bids or contracts, except your agency in selecting from the samples?

Answer. I was told, "there are the samples, and it is necessary to select the best." That is all I know about it.

Question. Do you know of any private bonus, advantage, or anything of the kind being reserved by General Cullom, or any of his employés, out of the contracts, or of any understanding with the bidders?

Answer. No, sir.

Question. Do you know of any fact that would throw suspicion upon any transaction, or that, with other facts, would tend to establish any such thing?

Answer. I do not.

Question. What is the usage of the clerks as to their own stationery; where do they get it?

nswer. From the stationery clerk.
uestion. What quantity are they understood to be allowed?
nswer. Under Colonel Forney it was thought that a clerk should
e as much as a member of Congress, and I believe they are gov-
d by that rule. I have generally gone to the stationery room for
t I wanted to use.
uestion. Was an account kept with the clerk, or was every man
wed to take what he pleased?
nswer. I think an account was kept.

By Mr. Ricaud:

uestion. Who had charge of the stationery when purchased and
ived under contract, and who was considered responsible for its
keeping?
nswer. Mr. Minnix was the stationery clerk; it was his business;
I think he attended to it particularly.
uestion. Do you know of any extravagant use or improper appli-
on of the stationery of the House?
nswer. I do not.

By the Chairman:

uestion. Who acted as chief clerk in his absence?
nswer. I acted in his place at two different times, once about four
ks, and another time about twelve days.
uestion. During that time did General Cullom ever pay out any
ney, or fill out any checks?
nswer. No money was paid at the Clerk's office; I drew up the
cks, took them to General Cullom, and he signed them.

By Mr. Davis:

Question. Do you know of any person having claims against your
ce presenting them, and being refused payment, when there was
ney there to pay them?
Answer. No, sir; I do not.
Question. Do you know of any arrangement among persons outside
ong parties by which payment was to be refused, and then
imants be shaved directly or indirectly?
Answer. I do not.

By the Chairman:

Question. You speak of drawing checks or drafts; where were the
ds deposited upon which you drew?
Answer. At first they were at Thomas R. Suter's, who acted as
nt; the second they were at the treasury. General Cullom never
proached me in any manner improperly, or at any time in a way
consistent with my duties.

JOHN BAILEY.

FREDERICK EMMERICH called and sworn.

By the Chairman:

Question. Are you connected with the Clerk's office; and if so,
how long a time?
Answer. I am a messenger in the Clerk's office, and have been
nected with it for the last five years.

Question. What do you know in regard to the stationery contracts made by General Cullom?

Answer. I know nothing about them.

Question. Had you anything to do with examining the samples, or with opening the bids?

Answer. All I did was to help open the boxes and lay the stationery out; after that I was not present.

By Mr. Ricaud:

Question. Have you ever acted in the stationer's room for Mr. Minnix?

Answer. I have.

Question. What was your practice in regard to delivering stationery in the absence of Mr. Minnix?

Answer. I gave out what was called for, and kept a memorandum, which I handed to Mr. Minnix.

Question. Did you give out anything without keeping such a memorandum?

Answer. No, sir; unless, when I was in a great hurry, I may have given out an envelope or a sheet of blotting paper, or something like that; but generally I kept an account upon a piece of paper, and handed it to Mr. Minnix upon his return, so that he could enter it upon his books.

By Mr. Davis:

Question. Do you know of any stationery going out of the room to persons not entitled to it?

Answer. No, sir. Sometimes I have gone there and taken stationery left there for others and delivered it.

Question. Did you keep an account in a book while you were in the stationer's office?

Answer. I kept a memorandum upon a sheet of paper, and as soon as Mr. Minnix returned I generally showed it to him, so that he could enter it upon his books.

Question. How long has he been absent?

Answer. I have never attended to his office there for any length of time, only when I happened to be present at the time. I never kept his key, or had charge of it. I never acted permanently in his place, only giving out stationery when I happened to be there.

By Mr. Ricaud:

Question. Do you know of any stationery having gone out at any time in an improper manner, or in large and unusual quantities?

Answer. I do not.

By the Chairman:

Question. What authority did General Cullom exercise over the stationery, or what instruction and injunctions did he give in regard to it?

Answer. He kept things very straight; it was quite as much so during his administration, I think, as it was previously. We had to get an order for the stationery we wanted, though three or four years

go I always considered that we could get all we could use ourselves. used to get what I wanted from time to time, as was necessary; but I know that General Cullom gave strict orders to Mr. Minnix; for I heard Mr. Minnix say frequently that he could not give out anything until he got an order for it.

FREDERICK EMMERICH.

JOHN D. THOMSON called and sworn.

By the Chairman:

Question. Are you connected with the Clerk's office; and if so, for how long a time?

Answer. I was originally employed to do some furnishing here; but latterly I have been employed as a clerk.

Question. Were you employed under General Cullom?

Answer. Yes, sir.

Question. Are you now employed?

Answer. No, sir.

Question. What do you know in regard to the stationery contracts made by General Cullom?

Answer. I do not know a great deal; when they were about to be made, I recollect distinctly that General Cullom came into the office, and I heard him request all the clerks to be present at the examination when the bids and samples were to be opened; he said that he should rely upon them entirely in the matter, as he had not judgment in regard to stationery, and should rely upon the experienced ones in the office to select the goods at the lowest price; the goods were spread out in a committee room up stairs, and they lay there a week or ten days, perhaps; every day the clerks would go up there and go on with the examination, until they finally agreed upon what were the best and most appropriate articles to obtain for the House; I was present a great many times, but did not give the matter any particular attention, because I did not profess to be an expert in those matters at all.

Question. Did General Cullom assist in making the examination?

Answer. He was there every day; the awarding of the contracts in the end was, I suppose, all done with his approbation.

Question. Did you know any of the bidders?

Answer. I have heard that Mr. Baker got one of the contracts; I did not know he was a bidder then.

Question. While this examination was being made, did any question arise as to who the bidders were, or that a contract should be given to this or that person; or did any one make any reference in any way to the bidders?

Answer. In no way, whatever, that I know of; If I understand and recollect rightly, the names of the bidders were not disclosed; no bids were opened; the examination of the samples was gone through, the best articles were chosen, and then the bids were opened to ascertain the price; I know there were no bids opened until after the samples were all examined.

Question. Was there, to your knowledge, any understanding or

agreement between General Cullom or any one in his employ, and any of these bidders?

Answer. None that I know of.

Question. Was any profit, benefit, bonus or advantage in any way derived by him or any of his employés by reason of these contracts?

Answer. No, sir; I never heard of anything of the kind until this investigation was talked of.

Question. Have you learned of any facts since this investigation was ordered, or has any been called to your recollection, that connected with other things would tend to throw suspicion of this kind?

Answer. None, whatever; I remarked at the time, that I never saw a thing done more fairly; it was all done as fairly and properly as it could be done.

Question. Do you know anything about the purchase of the carpets in the new hall of the House of Representatives.

Answer. Yes, sir; it was got by a Mr. Fitzhugh, by order of Mr. Cullom; I am practically acquainted with the upholstery business; General Cullom requested me to have a general superintendence of that branch; I had formerly done some of that business under him, before I was appointed clerk; Mr. Fitzhugh had a written order, I think, to furnish these goods, and do whatever was necessary; at the request of General Cullom, I looked over the matter to see that it was done properly and right.

Question. From whom was the carpet bought?

Answer. It was manufactured in Massachusetts, and I think purchased of the agent of the manufacturers; it was a carpet selected by Captain Meigs, who said that he had a view to harmony of colors, and such things; General Cullom said that so far as it was consistent, he would carry out Captain Meigs' views in the matter, and intimated that he had better purchase the carpet that he had selected.

Question. What did the carpet cost?

Answer. It was bought at wholesale price, and I suppose there was a profit made upon it. I happen to know what the cost of it was, for I am acquainted with the private mark of the parties who sold it. I could tell very near what such a carpet would cost by looking at it, having dealt for a number of years in the article. There might be some impropriety in my telling what this cost. If a man sells a piece of goods he likes to make a profit upon it, and yet would not like the public to know what that profit was.

Question. That is not a valid reason for not answering the question: What did the carpet cost?

Answer. It cost Mr. Fitzhugh a dollar and a half a yard. He got it at a very reduced price, as I have reason to know. It was all made to order for the place, and as I had the superintendence of the matter I was very much pushed by Captain Meigs about it.

By Mr. Ricaud:

Question. Was the carpet offered for the House of Representatives before it was purchased by Mr. Fitzhugh?

Answer. I do not know. Captain Meigs, I believe, was trying to huckster it out to the lowest bidder around town. He had made a

kind of bargain for it at $1 75 a yard. That is my recollection of what I heard him say to General Cullom, at one time when I was present. Captain Meigs said that he had made up his mind to accept this sample. General Cullom told me to get Captain Meigs' views in regard to this thing. Mr. Cullom stated that he was to be absent from Washington, in Tennessee, and wanted me to have the supervision of the whole matter, and to carry out Captain Meigs' views. I communicated that to Captain Meigs, and he said that he would state what his ideas were in writing, as he could do it a great deal quicker than he could say it to me. He wrote the letter addressed to General Cullom, and I was the bearer of it to him. General Cullom read the letter, and passed it over to me, and I had it in my possession until the other day, when I gave it back to General Cullom, as he said something to me about it. The letter was in regard to turning over the furnishing of the hall and a number of other rooms to the Clerk.

By the Chairman:

Question. What did General Cullom do in regard to this matter?

Answer. He handed this letter over to me, and directed that the orders of Captain Meigs should be carried out.

Question. Did you furnish anything in this connexion yourself?

Answer. I did not. General Cullom merely intended that I should superintend the matter and see that the work was properly done, as there was not enough to keep me employed in the Clerk's office.

By Mr. Ricaud:

Question. Are you a practical upholsterer?

Answer. I am.

By the Chairman:

Question. Was there any understanding in this matter by which you were to derive any benefit or advantage in any way?

Answer. No, sir.

Question. Had General Cullom any interest or any concern in any contract for furnishing the hall, or in the performance of any of his duties as Clerk?

Answer. Not that I know of; I never even heard the rumor of such a thing until this investigation was ordered.

Question. Did he ever make any approach to you that an honest man should not make, or that an honest man should not receive?

Answer. No, sir; nothing of the kind.

Question. What would have been the price of such a carpet as the one in the new hall in the general market, or in a jobbing house?

Answer. I would have willingly paid $1 75 a yard for it myself.

By Mr. Davis:

Question. You say this carpet was sold to Mr. Fitzhugh for $1 50 a yard?

Answer. Yes, sir.

Question. Who has the bill against the government for this carpet?

Answer. He has it, I presume.

Question. Has it been paid?

Answer. I understand it has not.

Question. What is the amount of the bill?

Answer. I cannot tell exactly; he told me, I think, that he had a pretty smart bill. There were a great many yards of carpet used, and it must amount to a great deal.

Question. What does he charge per yard?

Answer. Two dollars, I think.

By Mr. Horton:

Question. What is the occupation of Mr. Fitzhugh?

Answer. He is a builder and cabinet maker. He has been employed for some time by the government to furnish offices.

By Mr. Ricaud:

Question. Was Mr. Fitzhugh a salaried officer of the government?

Answer. I heard that he was once in the Treasury Department, but he was not under General Cullom's administration.

By the Chairman:

Question. Did Mr. Fitzhugh, as far as you know, receive any compensation for his services other than the profits he made upon the goods he furnished?

Answer. None, that I know of.

By Mr. Davis:

Question. Do you know of any combination, understanding, or arrangement, among the clerks or employés of the Clerk's office, that when a bill should be presented and from any cause should not be paid, the holder should be shaved in any way?

Answer. No, sir; when I was employed to furnish goods to the government, and could not get the pay on account of there being no money remaining to pay it—as in one instance when the appropriation had run out, and the deficiency bill had not been passed—I would take my bill, if certified by the Committee on Accounts, and go out and raise the money on it, at the bank, or elsewhere, as it was considered the best kind of security that could be offered.

By Mr. Ricaud:

Question. Do you know any combination or arrangement by which delay or obstruction was thrown in the way of the payment of bills when there was money on hand to pay them, and the holder was in consequence induced to take less than the face of his claim?

Answer. I have never heard of anything of the kind.

JNO. D. THOMSON.

WILLIAM F. BAYLY called and sworn.

By the Chairman:

Question. Have you ever held any employment under General Cullom?

Answer. I have not.

Question. What is your residence and business?

Answer. I reside in Washington, and am a stationer, and have been for twenty-five years.

Question. Do you know anything about the contracts made by

eral Cullom to furnish stationery for the House of Repre-
atives?
nswer. Nothing, except what I have heard from others.
uestion. Were you a bidder?
nswer. I was not; I have not been a bidder for three or four
s.
uestion. Do you know anything about the making of the contracts
General Cullom?
nswer. I have no knowledge of it at all.
uestion. Do you know any of the contractors—J. Wheelwright,
Baltimore; McSpedon & Baker, and Ames, Herrick, Barnes
Rhodes, of New York?
nswer. I have some slight acquaintance with McSpedon & Ba-
; I am very intimately acquainted with the other two houses.
uestion. What is the standing of the house of Wheelwright &
dge, of Baltimore.
nswer. Very high.
uestion. What is the standing of Ames, Herrick, Barnes &
odes?
nswer. Of very high standing, character, and reputation; I have
own them a great many years.
uestion. Do you know of any abuse in the sale of stationery under
Clerk of the House of Representatives?
nswer. Nothing, except what I was told by Mr. Jessop, of Phila-
lphia, one of the bidders; he was very indignant at the manner in
ich he had been treated; he showed me samples of paper which he
d offered at nine cents and a fraction per pound, and paper inferior
quality was supplied for eleven cents per pound.
uestion. Do you know anything in regard to this matter, of your
n knowledge?
nswer. I do not; I have seen samples of the paper furnished.
uestion. Have you seen the stationery since it was furnished?
nswer. I saw some of the envelope paper this morning.
uestion. How does it correspond with the samples?
nswer. I never saw the samples; I have seen that offered by Mr.
sop, and I have seen that furnished the House by Mr. Wheel-
ght, I am told, and it is not, in my opinion, quite so good as that
red by Mr. Jessop at nine cents per pound. In regard to Mr. Jes-
, I would say that I have heard that it has been the custom in the
t office to allow the bidders to be present when the samples were
ned and examined, and it was so here some years ago. I have not
n a bidder for some four or five years past, as I do not think bid-
s have as fair a show now as they used to have, and I believe
t certain parties making bids now have some influence to get their
s through; some years ago I thought that bidders had generally a
tty fair chance, but I do not care now to put myself to the trouble
l expense of making up samples without some prospects of getting
contracts. I do not mean to say anything more against the late
rk than against his predecessor; but I must state frankly what I
nk.

WM. F. BAYLY.

CHARLES H. UPTON called and sworn.

By the Chairman:

Question. What connexion had you with the Clerk's office of the House of Representatives?

Answer. I had no immediate connexion with the Clerk's office. I was in the post office of the House, and thrown in connexion with the Clerk as a dealer out of the stationery he furnished.

Question. What time were you connected with the post office of the House?

Answer. Immediately after the organization of the last Congress.

Question. Was there a supply of stationery on hand at that time?

Answer. There was; I do not know how much; but we had stationery, and there was no want of it, except of one particular kind, during the session.

Question. Was the stationery on hand at the time that General Cullom went into office?

Answer. It was.

Question. Did that supply continue during his term?

Answer. It did, except the item of commercial note paper, which we were out of at one time.

Question. Who supplied that?

Answer. I presume it was on hand at the time when General Cullom came into office. When we got out of it I notified him, or some of his clerks, and we had another supply before the close of the session.

Question. Do you know anything about the contracts for stationery made by General Cullom?

Answer. I know nothing about them.

Question. Do you know of any combination, understanding, or agreement between General Cullom, or any of his employés, and any of the bidders for furnishing stationery, by which they were to obtain contracts, or any of his employés were to receive any advantage, benefit, or profit from such contracts?

Answer. None in the world.

By Mr. Ricaud:

Question. Do you know of any combination to prevent the payment of bills due when there was money on hand to pay them, and in consequence of which parties were induced to make deductions from their bills?

Answer. I know of no case of the kind.

Question. Do you know of any improper use of stationery, or of any abuse in giving it out?

Answer. I do not.

By the Chairman:

Question. What was the habit of General Cullom in relation to the disbursement of stationery? In his intercourse with the clerks did he keep a strict check upon them, or did he leave them to take it and throw it about as they pleased?

Answer. The stationery was in the charge of a particular clerk under General Cullom, and from him I obtained the supply of the post office, and he kept a book and charged the post office with what we got, and I in turn charged the members with what they got. As far as my observation goes, I know that the stationery was kept with the proper care.

By Mr. Ricaud:

Question. Did you or not keep a correct and minute account of the articles distributed by you through the post office?

Answer. Yes, sir; so carefully that, when we furnished a card or a sheet of paper to a member, or to a stranger to send in to a member, according to the practice under Mr. Morris' instructions, we charged the post office with it either at the time or at the close of the week.

By Mr. Horton:

Question. Did you keep an account of the stationery you received from the stationery clerk?

Answer. Yes, sir; there was a pass-book kept between the two offices.

Question. Then you could, by comparing his account with yours, ascertain whether there was a correspondence between the two accounts?

Answer. To a great extent I could, I suppose.

Question If he omitted any large amount, could you tell it by comparing your accounts?

Answer. I could.

By Mr. Ricaud:

Question. Was it not the practice for members of Congress sometimes to go directly to the stationery clerk and obtain stationery; and were those items sent to the post office to be charged against those members?

Answer. Such was the practice. The practice of the stationery clerk was not to send into the post office—and I myself requested him not to do so—the fancy articles, as we had no proper place to keep them in; and members who inquired for such things I used to take to the stationer's room.

Question. Were such accounts furnished afterwards to the post office and charged to the members there?

Answer. Yes, sir; the stationery clerk gave me a memorandum of the different items he thus gave out, and I charged them to the members.

CHAS. H. UPTON.

ANDREW T. OWEN called and sworn.

By the Chairman:

Question. Were you employed under the late Clerk of the House of Representatives, General Cullom?

Answer. Yes, sir.

Question. In what capacity?

Answer. As messenger.

Question. Did you ever have anything to do with the stationery?
Answer. Yes, sir.
Question. What?
Answer. I assisted Mr. Minnix some in opening the stationery as it was received.
Question. Did you disburse any of it to members or employés of the House?
Answer. Yes, sir; not so much to members, but I have given out a great deal to the post office for the members.
Question. Did you keep an account of what passed through your hands?
Answer. Yes, sir, pretty generally; perhaps I might have forgotten some things; I do not know that I did.
Question. Do you mean to say that it was your intention so to charge everything, though it was possible that you might have omitted something; or do you mean that it was a mere matter of convenience whether you charged it or not?
Answer. I aimed to keep a strict account of all that I gave out.
Question. Did you ever know stationery to be given out to those not entitled to it?
Answer. Employés got stationery, but I supposed they were entitled to it.
Question. Do you recollect of its being given out to other than members and employés of the Clerk?
Answer. Not that I recollect; it might have been done, but I do not know that it was.
Question. Did you ever know of employés bringing in their friends and making them presents that were not charged to them?
Answer. Not that I know of.
Question. Did you ever take stationery yourself and give it away?
Answer. I might have given some little article away, but intended to charge it, and think that I did.
Question. Do you know of Mr. Minnix making presents of articles in the stationery room to his friends?
Answer. I do not like to answer that question; I do not think that it relates to the subject embraced in my subpœna.
Question. That is for the committee to decide; you must answer the question.
Answer. I think that perhaps he may have given some little things away, but if I was in there he has generally told me to charge them to him.
Question. What was the understanding among the clerks as to their right to get things from the stationer's room?
Answer. The clerks had an understanding that they could get what they wished, so that it was not too much.
Question. What was regarded as too much?
Answer. Anything that they desired to use in their own particular offices they had a right to get; when I came here I was told that a clerk was entitled to as much as a member of Congress.
Question. Were you told so by General Cullom?
Answer. No, sir.
Question. You say "what they desired to use in their offices;'

what they used there was for the government, not for themselves; I am now speaking about what they used for their own private purposes.

Answer. I could not tell when they got the stationery whether it was for themselves or for their offices, or how they were going to use it.

By Mr. Davis:

Question. Did you keep an account of it?

Answer. Yes, sir.

Question. Would the books show the name and amount?

Answer. They would.

By the Chairman:

Question. Do you know of Mr. Minnix getting any for himself that he did not charge to himself?

Answer. Not that I know of.

Question. Did you ever get anything for yourself that you did not charge?

Answer. Not that I recollect; I might have done it; sometimes he would give me the key of the office and tell me to go in there and give out stationery, and there might be a half a dozen more waiting for it, or I might be called to the Clerk's office, and in the hurry might forget to charge it.

Question. Did General Cullom ever give any charge about the stationery?

Answer. He never gave me any; he told Mr. Minnix to be careful, and keep everything straight, and keep an accurate account.

By Mr. Davis:

Question. You speak of Mr. Minnix having made presents; to what amount, what kind of articles, and to whom?

Answer. I do not know; he has perhaps given a few little things to a member of Congress; a few sheets of paper, some envelopes, or something of the kind.

Question. When that was done was an account kept of it?

Answer. We did not charge anything to a member in the stationery room; that was done in the post office.

Question. When a member gets anything in the stationery room is that article noted to be sent to the post office to be there charged?

Answer. If it was anything of any amount it was so charged; they hardly ever get anything there except a sheet of paper, or something of that kind; in fact, I never was a great deal in the stationery room until the last new lot of stationery was received; I used to go in there and stay a short time, an hour or so; when the new lot of stationery came on Mr. Minnix told me that General Cullom had said that I should go in there and assist him.

By the Chairman:

Question. Are you still in the employ of the House?

Answer. No, sir.

By Mr. Davis:

Question. Has there not been great carelessness and negligence in that department of the stationery; and has not everybody been at liberty to go into the stationery room and get whatever he wanted;

and has there been any mode or regularity in keeping the accounts and giving out the stationery?

Answer. I am not much of a business man myself.

Question. You know what is right and what is wrong?

Answer. I suppose that Mr. Minnix always intended to keep a strict account, and if he did not charge everything it was because he forgot it.

Question. That does not answer the question. Has there not been general negligence and general want of care in attending to that business on the part of Mr. Minnix and whoever had charge of it for him?

Answer. Mr. Minnix is the only one who properly had charge of the stationery room.

Question. Has it not been left open frequently and persons allowed to go in there?

Answer. It might have been left open; I cannot tell as to that.

Question. Answer the other question, as to general negligence?

Answer. I am not business man enough to say whether there was or not; still, I would keep it differently myself if I should have charge it.

By the Chairman:

Question. What is your age?

Answer. I am 24.

By Mr. Davis:

Question. What is your occupation now?

Answer. Nothing; I have not had time to get home since I was discharged from office.

Question. Where is your home?

Answer. In Harrison county, in the western part of Virginia?

By the Chairman:

Question. Do you know anything showing any bargain, agreement, arrangement, or understanding, either express or implied, between General Cullom, or any of his subordinates, and any one by which he or they were to get any benefit or advantage by reason of any contract that should be made?

Answer. No, sir; I know of nothing of the kind.

Question. Do you know of any persons having valid claims against the Clerk's office, and being put off, and thus were forced to go into market and suffer their claims to be shaved?

Answer. No, sir.

Question. Do you know of any arrangement or contrivance by which such an operation was to be carried out?

Answer. No, sir.

Question. What position did you hold towards General Cullom?

Answer. I was his personal messenger.

Question. Did he ever ask you anything, or intimate to you to do anything, or make any proposition to you that an honest man should not make, or that an honest man should not act upon?

Answer. No, sir.

uestion. Neither directly nor indirectly, through himself or any else?
nswer. No, sir.

A. T. OWENS.

JANUARY 29, 1858.

EORGE H. LEVIS called and sworn.

By the Chairman:

uestion. Where is your residence, and what is your occupation?
nswer. My residence is Philadelphia; I am in the paper business, anufacturer and commission merchant.
uestion. In connexion with what house?
nswer. Charles Megargee & Co.
uestion. Have you had any transactions with the late Clerk of the se of Representatives?
nswer. I have.
uestion. What is the character of those transactions?
nswer. I have had bills, accounts, and orders from the office of erintendent of Public Printing.
uestion. Did you ever have any contract with the Clerk?
nswer. No, sir.
uestion. Your business, then, consisted of claims that you had n the funds in his hands to be disbursed, arising out of contracts n other departments?
nswer. Yes, sir.
uestion. What was the amount of those transactions you have had n the Clerk, in the aggregate?
nswer. I presume that in the two years past they have been some- g near $100,000.
uestion. What was the range of the several items?
nswer. I had bills from $2,000, $4,000 to $8,000, and I have had n as high as $20,000.
uestion. Have you experienced any difficulty in obtaining the unt due you on those claims?
nswer. Not the least.
uestion. Have you ever been refused payment, by reason of which were compelled to have your claims shaved?
nswer. I never have.
uestion. Do you know the general object and purpose of this com- ee?
nswer. I did not, until I came to this city to-day.
uestion. Do you know of any fact, of any kind or character, that ld go to show any improper conduct or official corruption upon the of the late Clerk, or of any of his subordinates?
nswer. I know of nothing of the kind. My bills have always n promptly paid upon presentation. Occasionally I have had to t a half a day or a day, or something of that kind, but not ger.

By Mr. Horton:

Question. Do you know of any bonus being exacted or promised to General Cullom, or any of his subordinates, to secure the payment of bills?

Answer. No, sir.

By Mr. Ricaud:

Question. Have you ever paid any such yourself?

Answer. I never have, in any way.

By Mr. Horton:

Question. Nor any one for you, either directly or indirectly?

Answer. No, sir.

By Mr. Davis:

Question. Did you have any agent here to collect for you?

Answer. Yes, sir. At times, when it was inconvenient for me to come myself, I have had an agent. Mr. Gideon, of this city, has attended to all my business, not only in that line, but in all others, for several years; the general business of our house.

Question. Did it become necessary for you to appoint such an agent on account of any refusal upon the part of the clerks to pay your claims?

Answer. Not at all; it was merely as a matter of convenience, to save me a trip on here and back; and as to collecting money for us, Mr. Gideon did that but once. I have frequently had bills sent over from the Superintendent's office to the Clerk's office, and the drafts upon the treasury in payment made out and sent to me by mail, without the intervention of any one.

GEORGE H. LEVIS.

JAMES B. SMITH called and sworn.

By the Chairman:

Question. What is your residence and occupation?

Answer. My residence is in Philadelphia, and I am a bookbinder and bookseller.

Question. In connexion with what house?

Answer. James B. Smith & Co.

Question. Have you had any transactions of a pecuniary character with General Cullom, the late Clerk of the House of Representatives?

Answer. I have never had any personally with him, but I have had an agent here who has collected claims for me.

Question. The committee have been told that on one occasion you suffered a discount on a claim against the Clerk. Tell the committee the particulars of that transaction.

Answer. About two and a half or three months since, when money was so very scarce everywhere, I had assigned to me against the Clerk a claim belonging to the estate of the late Robert Farnham, of this city. Mr. Gideon, of this city, had seen General Cullom in relation to that claim, and he had said that he would pay it if it was assigned to me. It was nearly three o'clock before I got the claim assigned. I missed Mr. Gideon in some way, and afterwards got the

money at the banking-house of Messrs. Suter, Lea & Co., of this city, though it was after banking hours. But I wanted to go away in the 4.20 train, as I was very anxious to be in Philadelphia the next morning.

By Mr. Ricaud:

Question. What was the amount of the claim?

Answer. Some $4,200 or $4,300, I think.

Question. What was the discount?

Answer. The money was counted out to me upon the counter of the bank, in gold, and I had not time to count it, but put it in my carpet bag at once. I found afterwards that it was short about $200.

By the Chairman:

Question. Was there any agreement between you and the bankers to give that discount?

Answer. I had not time.

Question. Was there any understanding with the Clerk of the House?

Answer. I never approached the Clerk of the House at all, or asked him for money. After he heard of the transaction, he told me that when I had any business with him to go directly to him.

Question. Where did you get this money?

Answer. At the banking-house of Suter, Lea & Co.

Question. At whose instance?

Answer. I went down there from the Capitol in a carriage with Mr. Hugh Tyler and Mr. Thomas Berry. I asked no questions about the money, because I was eager to be in Philadelphia the next day.

Question. How came you to go to Suter, Lea & Co.?

Answer. I went there with Mr. Tyler.

Question. Did you mention the subject to Mr. Cullom?

Answer. No, sir; he knew nothing about it, to my knowledge?

By Mr. Davis:

Question. Why did you not make inquiries of Mr. Cullom?

Answer. I had no time except to get the money and go to the cars.

By Mr. Ricaud:

Question. Did you make any contract as to what you should pay for the money?

Answer. No, sir; I had several times previously got money through Mr. Gideon. Before this claim was assigned to me, Mr. Gideon had called upon Mr. Cullom in reference to the matter, and had been told by him that if the claim was assigned to me he would see that it was paid. I did not hand it to Mr. Cullom in person after it had been assigned to me.

By the Chairman:

Question. Was there, to your knowledge, any postponement or deferment of the payment of the claim by the Clerk, or any one in his employ, in order that other parties might have an opportunity to shave it at your expense? Or was there anything that would tend to show that such was the case?

Answer. I have told the truth; you have my statement; I made no inquiries at the time, and had just time to get the money, put it in my carpet bag, and get to the depot before the cars started. If I had had time I should perhaps have made some inquiries.

By Mr. Ricaud:

Question. At what time did that claim come into your hands?

Answer. During the day on which this transaction occurred. I had some difficulty in getting Mr. Blanchard, the executor of the estate of Mr. Farnham, to assign the claim to me, as he wanted money himself. And it was half-past two o'clock before I got it.

Question. For what consideration was it assigned to you?

Answer. For work done by me.

Question. Did that work amount to the full amount of the claim, or was there any deduction made to you?

Answer. I allowed him the full amount of the claim, as he was the executor of the estate, and had to account dollar for dollar.

Question. Was the estate indebted to you for the amount of this claim?

Answer. It was.

By Mr. Horton:

Question. Was Farnham a contractor for the binding of the House?

Answer. He was a sub-contractor under Mr. Williams.

By Mr. Ricaud:

Question. Did you come on here expressly to get that money?

Answer. Yes, sir; I got here that morning, and the following day I was in Philadelphia with the money. I think we should have been protested if I had not got back at that time. I did not at all complain of the discount; I would have cheerfully done that then, and would do it now in our business transactions. If I had had any claims afterwards, I should certainly have presented them to Mr. Cullom, from what he stated in the presence of Mr. Berry and myself; he said that if I had any more claims against his office to present them to him.

By Mr. Davis:

Question. Then you did not dispose of this claim at a discount on account of any refusal upon the part of the Clerk to pay it?

Answer. No, sir; It was in consequence of my own acts that I was compelled to get the money in that way.

By Mr. Ricaud:

Question. Was it commercial paper, answerable in Philadelphia, that was due on the day after you were in Washington?

Answer. Yes, sir; we had some engagements to meet there then. I knew that in some cases money was selling at 2 per cent. per month, and I thought I got it very cheaply.

Question. Then it was to sustain the credit of your house that you entered voluntarily into this arrangement?

Answer. Yes, sir.

By the Chairman:

Question. Do you know of any fact outside of what you have been interrogated upon connected with the object of this investigation?

Answer. I do not.

By Mr. Ricaud:

Question. Have you ever heard or been informed that there was an outside body here through whom these claims could be paid at a discount?

Answer. No, sir; I have no knowledge of any such arrangement. Mr. Gideon had always attended to these things before.

JAS. B. SMITH.

THOMAS SINCLAIR called and sworn.

By the Chairman:

Question. What is your residence and business?

Answer. I reside in Philadelphia, and am a lithographer, carrying on business for myself.

Question. Have you had any business transactions with Mr. Cullom, late Clerk of the House of Representatives?

Answer. I have had some bills paid in his office. I do not think I should know Mr. Cullom if I should see him. I think I saw him once, last session, but the principal clerk of his office paid my bills when presented.

Question. What was the amount paid you during the clerkship of Mr. Cullom, during two years past?

Answer. Perhaps it might have been $15,000 or $20,000, I cannot tell exactly.

Question. How were those claims paid, upon what authentication?

Answer. I suppose they were approved by the Superintendent of Public Printing. I took the certified accounts to the Clerk's office and got checks for the amount.

Question. Were you ever hindered, delayed, or postponed in getting your money?

Answer. No, sir.

Question. Did you ever suffer any discount on your bills?

Answer. No, sir, not the least. No proposition of the kind was ever made or even insinuated to me by any person about the office. I saw principally the chief clerk, whom I always found a very gentlemanly man, and who always paid we when I presented my bills.

Question. Do you recollect his name?

Answer. I do not. I do not know as I ever ascertained it.

Question. Do you know of any bonus or margin being paid or being promised in consequence of having your bills paid?

Answer. No, sir.

Question. Have you ever paid anything yourself in that way?

Answer. I never have.

THOS. SINCLAIR.

FEBRUARY 1, 1858.

AMARIAH HOLBROOK, jr., called and sworn.

By the Chairman:

Question. What is your place of residence and your occupation?

Answer. I reside at Sandy Hill, Washington county, in the State of New York. I am farming, and have a market there.

Question. Are you acquainted with Mr. Cullom, late Clerk of the House of Representatives?

Answer. I am not.

Question. Have you ever had any business transactions with him?

Answer. I made a bid here last spring to supply the House of Representatives with paper.

Question. Did you bring your bids here or did you send them here?

Answer. I mailed them to this place; but I was on here before the time for sending them in.

Question. Were your bids accepted?

Answer. No, sir, I suppose not.

Question. Did you have any interview with the late Clerk when you were on here?

Answer. No, sir.

Question. Did you have any interview with any of his employés?

Answer. I saw some of the clerks in the office when I was on here.

Question. Did you send your samples with your bids?

Answer. Yes, sir, I did.

Question. From whence did you procure your samples?

Answer. They were made in a mill in our place.

Question. Were you bidding for yourself and on your own account?

Answer. Yes, sir.

Question. For what articles did you bid?

Answer. I bid for three different kinds of wrapping paper.

Question. How did you intend to supply yourself with this paper had your bids been accepted?

Answer. I had an interest in the paper mill.

Question. Were you bidding in behalf of the paper mill, or for yourself alone?

Answer. For myself alone.

Question. What was the extent of your bids?

Answer. I do not remember. If the committee have the bids, the amount can be ascertained from them.

Question. Did you make more than one bid?

Answer. Not more than one for each article for which I bid. I had to make a separate bid for each article.

Question. Do you know anything about the contracts that were made for the stationery?

Answer. I do not.

By Mr. Davis:

Question. How many bids had you?

Answer. Three; for three different items.

Question. What were the three articles for which you bid?

Answer. They were all wrapping paper.

Question Have you examined the samples for the same class, the bids for which were received?

Answer. I do not know whether I have or not. I was here in December last, and was in the paper room and examined some paper there; I do not know whether they were the samples or not.

[Three bids were here shown the witness.]

Question. Are these your bids?

Answer. They are. I offered the paper for $2 50 a ream.

By the Chairman:

Question. Is this letter among these bids from you?

Answer. It is one I wrote to Mr. Cullom, I believe.

Question. I perceive that you subscribe yourself "yours, fraternally." What do you mean by that word "fraternally?"

Answer. I do not know as I mean anything particularly by it. I very often sign myself in that way, but should not have noticed it here if you had not called my attention to it.

By Mr. Davis:

Question. Were you dissatisfied with the contracts because your bids were not accepted?

Answer. Yes, sir. I had a little feeling at the time, because so much was said about there being no chance for me. I waited here some time for Mr. Cullom, to see whether it was true that I had no chance. Finally, I went home, and did send my bids here. But I had got the impression in some way, from the talk I heard about me here, that I "had no right." I had been at considerable expense to get up these samples; had shut down the mill in order to make them, and had some feeling about it when they were not accepted.

Question. How did you get that impression?

Answer. From the talk I heard here, as others have heard.

Question. Did you know General Cullom?

Answer. No, sir.

Question. Was there any act upon the part of Mr. Cullom, or of any of his clerks, of unfairness that led you to believe that there was any collusion or corruption?

Answer. No, sir; none that I ever saw. The clerks treated me very fairly and kindly. When I was here afterwards, I stepped into the office one day, and told the clerk that I would like to see the contracts that were awarded; but he said that he had no right or authority to let me see them.

Question. When was that?

Answer. It was last December, a day or two after Mr. Allen had been elected Clerk, I believe.

By Mr. Horton:

Question. Can you say that the paper that was contracted for was of the same quality as your bid, but at a lower price?

Answer. I know nothing about that. From the samples I saw, I thought my paper was better. I was a bidder in the Senate at the same time, and deposited about a half a ream of paper there as a

sample, which they agreed to send in here. That was the reason that my samples here were so small.

By the Chairman:

Question. Did you take any extra pains to run these samples through the mill more particularly than usual with that kind of paper, with a view to get up extra paper?

Answer. No, sir. The paper I sent here was not a fair sample. We were running other material in the mill when I stopped it to make these samples. We cut up but little material, and made the samples from the first running. The machine ought to have been run three or four days in order to get it into good working order to make a fair sample. That was the reason that I wanted to see Mr. Cullom.

By Mr. Davis:

Question. Then the article you would have furnished, if you had got the contract, would have been better than the sample?

Answer. Yes, sir; every pound of it.

By the Chairman:

Question. Do you know Mr. Wheelwright, the party who seems to have obtained the contract?

Answer. No, sir; I know none of the contractors.

Question. How far do you live from here?

Answer. About 440 or 445 miles. I live on the Hudson river and Champlain canal, by means of which I would have had direct communication with this city.

Question. Was it before you put in your bids that you had been informed by loose talk about town that there was favoritism exercised in giving out the contracts, and it would do no good for you to put in any bids?

Answer. Yes, sir.

Question. Were you told this by your friends, or by persons who wished to dissuade you from putting in any bids, in order that they or their friends might have the matter to themselves?

Answer. I supposed at the time that they were friendly to me, but since then I have thought differently.

By Mr. Davis:

Question. Were you told by any person here that if you put in your bids at half price you would get nothing, because you were not in the ring?

Answer. Yes, sir.

Question. Who told you so?

Answer. A man by the name of Sanborn, who boarded at the St. Charles here, at the time I was stopping there.

Question. Was he in the employment of the Clerk?

Answer. He was in the folding-room, I think, and told me at the time, if I am not mistaken, that he was under the Doorkeeper.

Question. Did any one but Sanborn tell you that?

Answer. I do not recollect. There were a great many here, sitting around nights talking, and I heard a great many things.

By the Chairman:

uestion. When did you come on here?

nswer. It was in April, soon after the advertisement for proposals e out; I should think I was here from the 20th to the 25th of il.

By Mr. Davis:

uestion. Do you know of any collusion or understanding upon the of the clerks, or any one in General Cullom's employ, in relation he contracts?

nswer. No, sir.

By the Chairman:

uestion. Did you yourself have any understanding or agreement, ress or implied, with any other person in reference to your bids, vere they your own individual offers, pure and simple?

nswer. I had nothing to do with any one else at all.

uestion. Did you undertake to furnish this paper yourself, if your were accepted, without either offering or proposing any benefit dvantage to any one else?

nswer. They were my own bids. I had no understanding about n with any living soul.

By Mr. Ricaud:

uestion. When you were informed that this favoritism existed here you give any intimation that you would give anybody anything ou succeeded?

nswer. No, sir; I had nobody to act with me; nobody to do iness with me; I was alone.

By the Chairman:

uestion. Did you ever inform General Cullom, before the time these were accepted, that there were rumors in circulation prejudicial to supposed fairness in this matter?

nswer. No, sir.

By Mr. Ricaud:

uestion. Did Sanborn, in what he said to you, intimate that by ig employed he could make interest for you?

nswer. No, sir, I think not; I have no recollection of any such ig. If I had seen Mr. Cullom at the time, after I had heard these igs, I should have told him, and asked him about it, so that if it true that I could "have no right," I would not have put in my s. But he was not here at the time, but, as I understood, at his ne, in Tennessee.

A. HOLBROOK, JR.

JANUARY 28, 1859.

ELISHA WHITTLESEY called and sworn.

By the Chairman:

Question. What has been your connexion with the government for last two years?

Answer. I was appointed Comptroller in the Treasury Department in 1849, and remained in that office until May, 1857.

Question. During that time had you any official transactions with Mr. Cullom, the late Clerk of the House of Representatives?

Answer. Yes, sir, we had many transactions. All the money that is advanced is by the approval of the Comptroller. All the requisitions that Mr. Cullom drew passed under his inspection and observation. As it may be a matter of some importance, I will state the course of proceeding in regard to these requisitions. There were two modes of drawing money from the treasury. Where there is a disbursing officer, it is done by requisition. Where there is an account stated, it goes through the accounting offices, who are the different Auditors and the proper Comptroller; and the account, according to its character, emanates from one or the other of the Auditors. In all the business done by the Clerk of the House of Representatives the account is first stated by the First Auditor, and then it is revised by the Comptroller; that is on a stated account. There is an act, passed, I think, in 1823, that authorizes the President of the United States to cause advances to be made to certain disbursing officers. The mode is, to present a requisition wherever there is an advance made. Mr. Cullom, if he is the disbursing officer, draws it upon the Secretary of the Treasury, stating that he wishes an advance made of so much money, to be taken out of a certain appropriation. The various appropriations are all carried upon the books of the treasury, including those of the First Comptroller, and whenever there is an advance made upon a requisition, involving that appropriation, it is carried upon this account. In the case of Mr. Cullom's requisition for any purpose, an account is opened with each separate appropriation. Whenever a requisition comes, the books are examined, if there is any doubt at all about whether the appropriation is exhausted or not, to ascertain whether there is a balance. The requisition is supposed to be made upon the Secretary of the Treasury, though it is generally the case that it is handed first to the Comptroller, before it went to the Secretary of the Treasury, rather than come to him from the Secretary of the Treasury. The Comptroller examines and ascertains the character of the requisition, whether it is appropriate to be drawn from the fund designated, whether there is any balance standing to the credit of the appropriation. If he finds that there are doubts upon the subject, he expresses those doubts to the Secretary of the Treasury. No money can be drawn from the treasury except upon the countersigning of the warrant by the Comptroller. If the Comptroller approves of the requisition, if he thinks it comes within the provisions of the law, and there is money to pay it, he so informs the Secretary of the Treasury in writing; ordinarily putting it upon the back of the requisition itself. And if he finds that it is not, in his opinion, proper to make the advance, he so informs the Secretary of the Treasury.

Now, in regard to the case which I suppose is more immediately before the committee, the act of the 3d of March, 1857, I made a statement in writing to the Secretary of the Treasury; whether the committee have seen it or not, I do not know. It was published, though

tures made under the resolution of July 7, 1856. Inasmuch as money could not be drawn without the countersigning of the ant by the Comptroller, I went into an examination of the case. w up a letter to the Secretary of the Treasury, informing him of bjections to the requisition. The first objection was that there n act passed, I think, in 1853, prohibiting the payment of money f the contingent fund of either House, unless with the concurrence e other House. The provision to which I refer is a part of the section of an act approved March 3, 1853, and is in the follow- ords:

That hereafter no books shall be distributed to members of Con-, except such as are ordered to be printed as public documents by ongress of which they are members: *Provided*, That this section not prohibit, or interfere with the distribution to members who heretofore received books, under an order of either House, of the ining volumes or parts, so as to complete the sets of which they received part."—(Vol. 10, page 188.)

was passed, as I suppose, for the purpose of correcting an evil was thought to exist here, of one house making use of money ut the consent of the other house. Again: as this was for indem- o Mr. Cullom, I wanted evidence that he had purchased the books. k exception to the resolution of July 7, 1856, because it was in adiction to the law of 1853. I did not think that one house , by a mere resolution in effect, repeal a law that had had the rrence of both houses and of the President. And then this being a indemnity, I thought there should be evidence that he had lly made the purchase. And I suggested to the Secretary of the ury that, before that money should be advanced, Mr. Cullom d give evidence, upon the oath of the persons who had sold these s to him, under the resolution of July 7, 1856. The length of that had elapsed from July, 1856, to March, 1857, I thought was le extraordinary—a little extraordinary that books should have purchased under that resolution, and no application made for the

By the Chairman:

I do not know that I apprehend the purport of these observations you are submitting. As you are now giving evidence, your opinions, whether present or past, are, it strikes me, rather irrelevant, unless they connect themselves with some fact in some way so as to make the opinions themselves facts.

Witness.—I do not wish to give any irrelevant testimony, and therefore I submitted to the committee, in the first place, whether I should make the statement I have begun.

Chairman.—You can proceed, and the committee will determine hereafter how much of your statement shall stand as testimony.

Witness (resuming his statement.)—I thought that evidence should be introduced showing the purchase of these books. I will mention another thing. This resolution was passed on the 7th of July, 1856. On the 18th of August, if my recollection serves me aright, an act was passed fixing the compensation of members of Congress. That act required that if any member received books, those books should be accounted for as a part of his compensation. It was for these reasons that I drew up this letter to the Secretary of the Treasury. If it becomes necessary, I wish that I might have the privilege of sending to the Secretary of the Treasury to get a copy of it, because the reasons that restrained me from recommending this advance are set forth in that letter, and very fully set forth.

By the Chairman:

Question. If I understand your testimony, in answer to the question I propounded awhile since, General Cullom made a requisition upon the treasury for $50,000, which you advised the Secretary of the Treasury not to honor for reasons that you have stated. Is that so?

Answer. Yes, sir. There may be some things I have not stated that may be there set forth. I set forth my reasons so far as I considered necessary, and I think they comprise all the facts.

Question. Did he make this requisition in his character as disbursing officer of the government?

Answer. Yes, sir. I wish the requisition was here. I do not know whether it was withdrawn or not. The requisition, I suppose, counted the $50,000 as a part of the $138,000. In reference to a remark made by the chairman of this committee, I will say that the Secretary of the Treasury has no power to withdraw money from the treasury without the countersigning of the warrant by the Comptroller. So that the power over the money is as much in the Comptroller as in the Secretary of the Treasury.

By the Chairman:

This is, I suppose, the act of the 3d of March, 1857, to which you refer. It is under the head of "contingent expenses of the House of Representatives," in the deficiency bill of 1857, "to indemnify the Clerk for such sums as he may have expended for books, under resolution of the House of Representatives of July 7, 1856, and to enable him, under said resolution, to furnish for each member and delegate of the House of Representatives, who has not heretofore received the

not exceeding those for which they were heretofore supplied: rovided, *also*, That said books be forwarded by the Clerk to such library in the district of each of said members and delegates as e designated by said member or delegate."

wer. That is the act. Is there anything about the $50,000 in it?

irman. There is not.

By Mr. Horton:

stion. Was $50,000 the sum called for in the requisition you o?

wer. Yes, sir; it was under that act. It was my impression he $50,000 was a part of the appropriation to indemnify Mr. n; but my letter sets forth all the facts; if I have been misled t supposition, I must have been misled by the requisition being),000, as a part of that indemnity.

stion. Did you refuse to recommend this payment because of the s already given?

wer. Yes, sir.

stion. Was it paid?

wer. Not while I was in office.

By the Chairman:

stion. Did any correspondence pass between you and General n in reference to this matter?

wer. I believe not; I have no recollection of any.

stion. Was that the only official transaction you had with Gen- ullom, as Clerk, while you were in office?

wer. No, sir; all the money that Mr. Cullom received during ne he was Clerk of the House of Representatives was by the ap- of the Comptroller.

By Mr. Ricaud:

stion. Was that the only instance where the requisition of the was not countersigned by you?

wer. I should think there were others; so far as respects that very frequently that there were requisitions drawn that were

By the Chairman:

Question. When you refused to pay the employés, were they eventually paid?

Answer. They were paid under a subsequent act of Congress; I refused to pay the employés because I considered the resolution in violation of the law.

By Mr. Horton:

Question. Was that difficulty afterwards removed by the act subsequently passed, to which you refer?

Answer. Yes, sir. By the law constituting the office of Comptroller he is required to countersign all *lawful* warrants; he is responsible just as much as the Secretary of the Treasury is responsible, and the duties of this examination fall more upon the Comptroller than upon the Secretary of the Treasury, because he has other business to transact.

By Mr. Ricaud:

Question. Has it not been the custom for the House of Representatives to exercise control over its own contingent fund?

Answer. I do not know that it has against a special law.

Question. Have not similar resolutions that have been passed in regard to the payment of per centage to employés been paid by the Clerk out of the contingent fund of the House?

Answer. Not under the same circumstances; if I recollect rightly.

Question. Has not the Senate complete and entire control over its own contingent fund?

Answer. I think they are under the same rule as the House of Representatives.

Question. What has been the practice?

Answer. I think the same, while I was in office; I know of no difference. There was this practice that has been assented to by the office, and there may have been instances of a different character, because the business of that office is very pressing upon the head of the office, and in all cases he may not have paid that attention to the requisitions that he would have done if he had had more time. The different Houses used to draw upon their respective contingent funds; but when this special act was passed prohibiting it, as an officer I was bound to observe it, in all instances, when it was brought to my attention. There may have been instances where it escaped the attention of the Comptroller.

By Mr. Horton:

Question. Did you observe the same rule towards the disbursing officer of the Senate as towards the disbursing officer of the House?

Answer. That was my intention.

Question. Did you refuse his requisitions for the same and similar reasons?

Answer. I cannot now call to mind any distinction at all; so far as respects my duty, my duty was to observe precisely the same course towards the Secretary of the Senate as towards the Clerk of the House of Representatives.

By the Chairman:

Question. Then you and General Cullom differed in opinion as to r far the House, by resolution, had the control over its own con-gent fund?

Answer. I do not know that that conclusion follows. I did differ n him in opinion. So far as respects my own course, here was a ', and I thought that law was more imperative upon me than a re resolution of the House.

By Mr. Ricaud:

Question. Were not similar sums of money appropriated by similar olutions of the House of Representatives in 1854, paid by you or department?

Answer. I do not recollect.

Question. Were you not then in the office of Comptroller?

Answer. I was; but it would be pretty difficult for me to bear in nd all instances when requisitions were approved. So far as respects duties of my office, I made a decision in writing whenever any stion came up involving any new principle, or any intricate one; l the books of the department will show what decisions I made.

By the Chairman:

Question. Was the difference between you and General Cullom upon subject of extra compensation as to the power the House possessed nake this use of the contingent fund, by a resolution, without the currence of the Senate, to the compensation of its officers?

Answer. So far as respects the matter of extra compensation, I will that there was a class of cases for which I received Mr. Cullom's uisitions and carried them into effect. But there was a class of s in regard to which I declined to do so, and for the reason that gress had said it should not be done. So far as respects them, I k you will find my decisions upon the books of the office.

By Mr. Horton:

uestion. Did Congress pass an act, last session, covering the class ases that you refused to pay?

nswer. There was such an act passed. One class was a minor s that did not receive compensation to a certain amount. It had ordered by Congress that those clerks who did receive this amount ompensation should not receive the extra allowance. I undertook eparate the two classes of cases, those that received less than a ain amount of compensation, and those that did receive that com-sation. Those that were cut off on account of the amount of com-sation they received, I refused to carry into effect the requisitions for. requisitions for those who did not receive that amount of compen-on, I did carry into effect as they were presented by Mr. Cullom.

By the Chairman:

uestion. The object of this investigation is mainly to detect any upt or dishonest intent upon the part of General Cullom. A mere r in judgment, or misapprehension of the true construction of a ute or a resolution of one branch of Congress, would not, perhaps,

come within that. What we desire to know is whether this matter in regard to the extra compensation was or was not a mere difference of opinion upon the construction of the resolution of the House and of previous acts of Congress?

Answer. If the committee will permit me, I will refer to the manner in which we deviated from the question which I supposed was before the committee. You asked me as to other requisitions than the one of $50,000 to indemnify Mr. Cullom for books he had purchased.

Question. I am not complaining of what you have said, or the manner in which you have said it. What I refer to is, that I seem to have failed to convey to you what it is that I desire to learn from you.

Answer. In regard to what took place before the requisition of Mr. Cullom for $50,000, it may have been a misunderstanding between Mr. Cullom and myself in regard to the construction of the law. But that I consider to be different from this one. So far as respects the other cases, in reference to the extra compensation of the employés, I do not know that I ever thought that General Cullom had any intent of fraud. I do not know that I ever intimated or expressed anything of the kind. But here was a requisition made, and I found it my duty as an officer of the government to resist it. He may have put one construction upon the act, and I another. In reference to the resolution authorizing the payment of money to the employés of the House out of the contingent fund, I think that Mr. Cullom and myself differed. There may have been a correspondence between us upon the subject while I was in the office. I was very particular to put everything in writing. I wanted to have a perfect understanding with all the officers, and desired to discharge my duty, and wanted to have such explanations made in writing as would be entirely satisfactory to the office and those with whom I had any misunderstanding. I think if the correspondence was called for it would show where there was any difference, and upon what points there was a difference.

Question. Do you know what occurred in the treasury subsequently to the time of your preparing and furnishing the Secretary of the Treasury your opinion in reference to this requisition of $50,000?

Answer. It was an open question when I left. I know nothing of what has occurred since I left the office, except from hearsay.

Question. You have stated that you have had frequent and large transactions with General Cullom, as Clerk of the House of Representatives. Is there any fact within your knowledge that will show either malfeasance or misfeasance or dereliction of official duty, or that will have a tendency to establish anything of the kind on the part of Mr. Cullom?

Answer. So far as facts go, I will say that I do not want to trespass at all upon the rules of evidence. If I say that I know nothing, I shall not conform to what I think exists in regard to this last transaction. But when you ask me if I know of any specific fact, I can only have an inferencee from the facts themselves, circumstantially. If the committee want me to state what I believe to exist in regard to these purchases under the resolution of July 7, 1856, I will state it.

Question. You can state it, and the committee will consider hereafter in what regard to consider it?

did not believe he had purchased a book; and I will mention
rcumstance here, this resolution, so far as respects its operation,
holly suspended for want of an appropriation, and so far as the
was concerned it was in direct violation of law. I did not
that Mr. Cullom in this particular instance, as he had never
a any other instance while he and I were in office, had made
lvance. There was no account presented. If Mr. Cullom had
purchases under that resolution of July 7, 1856, the course
have been to have presented his accounts—that he purchased of
many books, and of B so many books, &c., and that account
have been settled and the money would have been refunded
. The language of that act being "to indemnify" the clerk,
ved that it was my duty to require him to give strict proof that
made these purchases, and the persons of whom he had made
and that he ought to have given an account of the amount he
id for them, and where he had purchased these books for less
he usual price, I did not think that should enure to his own
. He was a trustee of the government and had no right to
money out of that trusteeship. These are the facts and reasons
overned me in the course I pursued.
stion. Suppose that the requisition had been honored, and Gen-
llom had received the $50,000; would he have had to give any
t at the treasury, in settling his accounts there, of the manner
ch he had expended the money? would he have had to produce
rs to show in what manner he had applied the money?
wer. That would have been the course ordinarily. You will
e that by the law the clerk is to distribute these books to
es according as members of Congress should designate them.
here was something more about that $50,000 than appears upon
e of the act. It may have been that that was the amount
the bill was first reported in the Senate, and that when it went
House, it was amended by adding to it enough to make the
appropriation $138,000; and in my letter to the Secretary of
easury I have referred to the debate in the Senate upon that
t.

Witness resuming—

These books, when purchased, should have been paid for according to the price of purchasing. The report was, and the belief was, that the Clerk of the House and members of Congress were combining to divide this money among themselves; that he got the certificates of members of the House for books which never were delivered; and the clause that the books should be delivered by the Clerk to libraries was put in, as I understand, to correct this abuse, or supposed abuse.

By the Chairman:

Question. Did you know whether any members had got their books or not?

Answer. I did not. I did not believe that they had, and therefore I required evidence of it. I stated the exceptions that I took; I did not believe that the then Clerk of the House had made an advance of this money when there was no appropriation; I had been here, connected with the government, a good many years, and I never knew a Clerk to make advances under those circumstances without an appropriation.

By Mr. Ricaud:

Question. Did not the House pass precisely such a resolution in 1854, under which books were presented to those members who had not yet received them?

Answer. If they did, was not there an appropriation?

Question. No, sir; and there was no action of the Senate upon the resolution.

Answer. Then if such a transaction took place it escaped my notice.

By the Chairman:

Question. Had there been any representations made to you, by persons not connected either with the treasury or the Clerk's office, with respect to the furnishing of these books?

Answer. There was a general complaint, which had existed before. Those who had these books on hand made complaints. These were Mr. Seaton, Mr. Rives, and Dr. Mayo; they said that these books had not been purchased of them, and were not in the market, and could not be obtained unless of them, except they were purchased of members who had before received them, because they never had had these books in market for sale. So far as respects that, if it is proper, I will state the substance of a correspondence between General Goddard, of Zanesville, Ohio, and myself. I received a letter from him asking me to inform him of the price of the Congressional Globe, stating that a bookseller in this city had sent to Judge Harper a note asking for what he would sell his Globes. I saw Mr. Rives and asked him the price of the Globe, for the purpose of obtaining this information. He told me that the price was $5 per volume. I wrote back stating such to be the case. This was after that act was passed. My belief was that this bookseller was engaged in getting these books for the purpose of distributing them, and to get them not of the original publishers. My letter upon that subject to the Secretary of the Treasury stated what were my convictions. I had a conversation

stion. Then they could be bought in the market at a lower
han of the publishers?
wer. I do not know.

By the Chairman:

stion. Has there not been a uniform price for these books, under
fferent resolutions of Congress, as furnished and charged by
lerk successively, since the origin of this book system?
wer. As to that I do not recollect any difference in the price of
ooks. But I wish to make this explanation in that connexion.
ıpposed that the publishers have a certain fixed price. Now
ırse of proceedings has been, that if any member has received
ney, instead of the books, he has given a receipt for the books,
e money does not enter into the account at all, except as it goes
The members give a receipt that they have received Gales &
's Debates, the American State Papers, the Globe, &c. They
receipt for the books themselves, and that is carried out in the
ts of Mr. Cullom, so as to enable him to obtain that which is
ice of these books. Now this was not a receipt between Mr.
ı and the publishers, but a receipt between Mr. Cullom and the
rs themselves.
stion. In your dealing with the predecessors of Mr. Cullom in
ce of Clerk of the House of Representatives, have you advanced
on an appropriation, and when the accounts were settled, have
ıchers called for them, and not when the advance was made?
wer. To that question, I would answer that I have never re-
the receipts before, when the advance was called for; and I
say by way of explanation, that I should not have done so in
se, if it had not been that that act required the government to
e money to indemnify Mr. Cullom for books purchased under
olution of July 7, 1856. It was for that reason that the vouchers
quired in this case, and not in previous ones.
stion. Does not the act provide not only for indemnifying Mr.
for books already purchased under the resolution of July 7,

should indemnify him for that loss, there was a necessity to ascer what the loss was before the money was advanced.

Question. In settling his accounts at the treasury, would Mr. Cul have been required to have produced vouchers showing what had l his loss, and how this $50,000 was expended?

Answer. Yes. sir.

Question. If he had failed to do that to the satisfaction of the acco ing officers, would he have been charged with the amount in settlement of his accounts?

Answer. Yes, sir; but I would say that so far as respects his bc that was only for $20,000.

Question Did you refuse to countersign this requisition for $50,(because the bond was only $20,000?

Answer. No, sir; I mentioned that only in connexion with y inquiry. It did not enter as an element into the reasons why I not certify the requisition for $50,000. The act of Congress dire an indemity to be made to Mr. Cullom. I did not think it came wi the bond, and I referred to the bond now merely to show that government could not be indemnified, under this bond, if the $50 had not been satisfactorily accounted for in the settlement of his accou

Question. Did Gen. Cullom draw his requisition upon the trea in the same form that his predecessors had before been in the hab drawing requisitions upon the book fund, and in reference to v you conceived to be the difference in the character of the appro tion of March 3, 1857, from former appropriations led you to t that it did not come within the rule of the former practice?

Answer. I cannot say that the requisition was in the same f because I would prefer to have it before me before I expressed opinion upon that point. I cannot say whether the requisition in precisely the same form or not.

Question. Has this book business been investigated at the trea in reference to any malpractice or misfeasance upon the part of Cullom?

Answer. So far as respects myself as an officer it was a thing known to me; it was not made known to me that there was any feasance of duty upon the part of Mr. Cullom in this matter, or or part of his predecessors. I might have heard of it in a casual way. I did not so far confide in it as to think it necessary to make an in tigation. I cannot tell, except from report, what investigations been made since I left the office. It would have been the duty of successor in the Comptroller's Offce to have made this investigati

Question. Do you know who can give us authentic informatio to what has been done in reference to this book matter in the trea since you left?

Answer. I do not know; but I should think that Hon. Wil Medill could do so.

Question. Did you state in your letter to the Secretary of the T sury that the clerk must produce the receipt of the publisher whom he purchased the books, and then make oath that the partic amounts therein named had been paid?

Answer. No, sir. I said that I required the oath of the publisher or the person selling the books, not the oath of the clerk.

Question. Did you ever require that in the settlements you had made previously with the clerks of the House of Representatives?

Answer. No, sir. I have said there was a peculiarity in the language of this act; it was to *indemnify* the clerk, and therefore I wanted to know by the persons of whom he purchased the books what was the actual amount given. The rule I acted upon was different, because the act itself was different.

Question. Did you ever require any other clerk to show the price given?

Answer. There never was an act of this kind under which I was called upon to pay the loss of the Clerk in the purchase of books.

Question. The act was to not only indemnify the Clerk, but to enable him to make future purchases of books. Could the Clerk separate that and make requisitions in form for indemnity and requisitions for future purchases?

Answer. As to the language of the requisition, I desire to see the requisition itself. In regard to other inquiries as to what I required of other clerks, I would repeat that the reason for my different action arose from the difference in the language of the statutes under which I acted. This was to indemnify the Clerk for loss, the others were a general requisition for the purchase of books.

Question. Can you tell without seeing this requisition whether this $50,000 was called for as an indemnity, or as a part of the appropriation for the general purchase of books?

Answer. I cannot. The committee will see from my letter that I say that for whatever books the clerk has purchased he should produce evidence. I did not require any evidence in regard to books to be purchased hereafter at all. I said this act has two aspects: one was to indemnify the clerk; so far as that part of the act related to Mr. Cullom, he should produce this testimony. The act had another aspect: the future purchase of books; so far as respects that aspect, it did not fall within the rule I laid down at all.

Question. Can you tell without seeing the requisition whether the requisition was predicated upon its being needed for indemnity, whether it was wanted for the future purchase of books, or whether it was simply a requisition for $50,000, as a part of the appropriation of $138,000?

Answer. I cannot say that it was specific, because I desire to see the requisition itself before I say that; I desire also to see the letter I wrote in relation to it. I embraced several things in that letter.

Question. Have you stated all that you know in regard to this $50,000 transaction?

Answer. I believe I have.

Question. Now, leaving that aside, apart from that do you know whether, in any other transaction between you and the late clerk, there is any fact showing either malfeasance, misfeasance, or dereliction of duty upon his part?

Answer. I have nothing upon my mind now so far as respects that. As I have said before, I differed with him in several instances; but

there was no improper motive ascribed by me to Mr. Cullom. The business between his office and mine was done chiefly by Mr. Ingram, his chief clerk.

Question. What is the character and habits of Mr. Ingram, as a business man?

Answer. Entirely unexceptionable, so far as I know.

Question. Do you consider him competent for the place of chief clerk that he occupied?

Answer. I know of nothing to the contrary. He presented the accounts, and they were generally, if not always, very accurate; I do not know that we found many exceptions to his accounts. So far as his intercourse with the department was concerned, I think that everything was entirely accurate and correct.

Question. Had there been, previous to General Cullom's time, any imputation or suspicion of improper practices in regard to these book transactions?

Answer. No, sir. I do not know that I ever heard of anything of the mode of transaction that was afterwards said to exist, until after Mr. Cullom came here. In my letter I refer to former transactions. These suspicions and rumors may have extended back, but I was not informed of them at the time. I did say that representations had been made to me that such and such had been the practice; but I wish the committee to understand me as saying that I had no suspicion or knowledge formerly that these practices existed. The reports may have extended back beyond Mr. Cullom's time, but they did not come to my knowledge until after this controversy took place, or about the time it took place.

ELISHA WHITTLESEY.

FEBRUARY 4, 1858.

M. C. MEIGS called and sworn:

By Mr. Davis:

Question. Where do you reside, and what is your occupation?

Answer. I reside in Washington city; am a captain of engineers, and have charge of certain public improvements.

Question. Do you know anything about the purchase of the carpeting of the new hall of the House of Representatives, or of any of the carpeting during Mr. Cullom's term as Clerk of the House of Representatives?

Answer. The carpet which is upon the floor of the new hall was selected by Mr. T. U. Walter and myself. I had received an offer from Messrs. Claggett & Dodson, proposing to sell the carpet to me and lay it down in the hall at a certain price. Just before I was to close the bargain, General Cullom called upon me, and said that he considered it his province to furnish the hall. After some conversation, in which he told me that he had a fund appropriated by Congress at a previous session out of which he could pay for this carpeting, I said that I had no desire to interfere with what he seemed to consider as a portion of his duty. I stated to him that I considered it very important that the hall should be ready for use by the first Monday in December—for I had made a promise to some members that it should

ed, and was, of course, very anxious to fulfill my promise.
ıt I thought, and had no doubt that he would so think, that,
appearance of the hall at that time, it was possible to do it,
ı that understanding, I would turn the matter over to him.
hat I mentioned to him, at the time of this conversation, that
l an offer of a carpet at a certain price, and requested him,
ɔn or in a letter afterwards addressed to him, that he should
the carpet I had selected, if he should deem the price reason-
ıfterwards addressed him a letter, in which I mentioned several
ıgs, such as the cushions of the seats in the galleries, the lining
ıt backs, and the carpeting of the galleries, &c. I have had
ɔ do with the matter since, further than to urge the person
ınderstood to be his agent to be prompt and diligent in putting
carpet.

ɔn. What was the piece of carpeting that you had selected?

r. The piece now upon the floor of the hall, unless I am very
ıtaken.

ɔn. Of whom was that carpet bought?

r. I do not know. I was to have bought of Messrs. Claggett
ı.

ɔn. Where do they reside?

r. Here in this city. I understood at the time that it was
to have the order given early, for it was necessary to manu-
ıe carpet. And I understood afterwards that the manufac-
re not able to finish the carpet in time for the opening of
, and the consequence was that a piece of drugget was laid
ront of the Speaker's desk and in the centre aisle, as I thought
ɔ do that rather than leave that portion of the hall bare,
as Mr. Thomson, who put down the carpet, said that the
r of the carpet would probably be on here in a few days. I
d Mr. Thomson to be the employé or agent of Mr. Cullom
work.

ɔn. Do you consider this carpet which is laid down is of the
.re and quality as that which you had proposed to buy?

r. I think it is the same.

ɔn. At what price did Claggett & Dodson propose to sell it

r. I think their price was $1 75 a yard, laid down, but I
ıre. I have their written offer in my office, and would not
ıst to my memory.

ɔn. Do you know what price was paid for that carpet?

r. I do not; after it passed into Mr. Cullom's hands I con-
ıat I had nothing more to do with it, except occasionally to
Thomson to be ready in time, and I will say that some of
he worked night and day to do it.

Mr. Ricaud:

ɔn. Did you tell Mr. Thomson at what price the carpet had
ed to you?

r. I cannot say; but I wrote a letter to General Cullom, in
tated the price; I was very anxious to have this matter ac-

omplished by the first Monday in December last; but some of those employed upon the building said it was impossible to do it, and I found many persons disposed to throw obstacles in my way to prevent me from fulfilling my promise which I made a great point of; I endeavored to impress upon General Cullom the importance of having the work done in time; after that, I think, I wrote two letters to him, one on the day of the conversation, and one on the day after; the one relating to the carpet particularly, and the other in relation to getting ready the rooms of the clerk of the House, which I informed him were ready to be furnished; I had looked at it as being quite in my province, and quite a proper expenditure of the appropriation for the extension of the Capitol, to do what was necessary to make the hall habitable; but as soon as General Cullom presented his claim to do it, I certainly had no desire to expend money from the appropriation in my charge if there was any other from which it could be taken; every officer, so far as my experience goes, is desirous to save his appropriation as much as possible; if the Clerk of the House would put down the carpet, it was for my interest to allow him to do so, for it was my interest to finish the Capitol for as small an amount of money as possible; as General Cullom seemed to think it was a sort of interference with his province, I yielded at once.

By Mr. Davis:

Question. Did he claim the right to purchase this carpet as Clerk of the House of Representatives?

Answer. He said that by a rule of the House, all matters pertaining to furnishing for the use of the House, came within his province as Clerk of the House of Representatives, and that if I undertook to do it, I would be interfering with his duties.

By the Chairman:

Question. Do you know whether Mr. Cullom received the two letters which you say you wrote to him?

Answer. I do not know that he received them; perhaps I ought to mention here, that Mr. Dodson came to see me at this time, and he knew all about the carpet, and was anxious to sell it, as all merchants are to sell the articles they deal in; I told him that General Cullom considered that matter in his province, and he had better see him about it.

By Mr. Ricaud:

Question. Was Mr. Dodson a manufacturer?

Answer. He is a merchant here, and deals largely in carpets and goods of that character.

By the Chairman:

Question. Do you know who manufactured this carpet?

Answer. I do not know; I think it was manufactured in the north somewhere; but whether in New England, or New York, I do not know; I think I have heard the name, but have now no recollection of it.

Question. Then you were more concerned in the appropriateness of the colors and design of the carpet than as to who made it?

r. Certainly; I requested Mr. Walter to go to Claggett & who are large dealers in the articles, and select several which he did, and from which I selected one.

Mr. Ricaud:

on. Do you think this carpet is the same as you then se-

r. I think it is the same; I never heard Mr. Walter say about its having been changed, and I described it in my that Mr. Cullom might know it; I have no doubt that this ie carpet, though if anybody was to contradict that, I would lling to swear to the contrary.

Mr. Davis:

on. Has any claim been presented to you for the payment of t?

r. No, sir.

Mr. Ricaud:

on. The offer you received was at the rate of $1 75 per yard, the floor?

r. I think that was the price; the sewing and laying down t were included in the price at which it was offered.

Mr. Davis:

on. What is it worth upon the floor, and what in the store? hat is it worth to put such a carpet down upon the floor of hall?

r. I cannot tell; I never had anything to do with such a efore; I must say that there was a great deal of labor re- put it down, and I would not like to make an estimate of vas worth.

Mr. Ricaud:

on. Do you know how many yards were required?

r. I do not.

y the Chairman:

on. Is it not a much more laborious undertaking to put down pet in the hall of the House than it would be upon a plain

r. Yes, sir; much more so.

on. Who put the carpet down?

r. I understood that Mr. Thomson did.

on. Did he put it down as the contractor or merely as the ndent?

r. I do not know upon what terms he did it; I had nothing h it after it was turned over to Mr. Cullom, except to urge tting it down.

on. How do you know that he had anything to do with put- own?

r. I saw him there and talked with him about it, and sup- at he did it. He hired a number of men and women to work d he also came to me, at another time, as an upholsterer, and o have certain work to do which was to be done, and I made rgain with him as to upholstering some of the doors. Gen.

Cullom was away at the time. I thought Mr. Thomson's offer a very fair one and accepted it; but I told him he must first look to Gen. Cullom for his pay, and if he declined paying him I would see to it. but I afterwards heard that Mr. Thomson was in the employ of the government, and there is a law which prohibits any officer of the government from receiving any extra compensation, except under a special law providing for and specially referring to the compensation as extra. Therefore, when Mr. Thomson came to me to be paid for this upholstering of the doors, I told him I could not pay him anything under that law. I told him afterwards that, to prevent his losing money paid out, if he would present the different amounts of money he had paid out upon the work I would endeavor to save those he employed from loss, if I could without going against the law.

Some years since I employed some clerks who were in the War Department to do some copying for me in the evenings and after office hours. I paid them, I think, something like $50, as I knew nothing about the law then; and that amount is charged against me and I shall have to pay it. I have been very cautious since that time whom I employed and paid.

Question. Was General Cullom in town while this was going on?

Answer. I think he had left the city. If I am not mistaken, he told me, during the conversation I have referred to, that he was going away soon, and it was during his absence that I made this bargain with Mr. Thomson to upholster the doors.

Question. Do you know whether those accounts have been paid?

Answer. I have not paid them, and do not know anything about their having been paid.

Question. Did you consider Mr. Thomson as an employé of Mr. Cullom from anything that Mr. Cullom said to you, or merely from seeing him employed upon this work?

Answer. I considered him so because I saw him employed there; as I had seen him employed previously, I suppose. I had a general impression that he did the upholstering for Mr. Cullom. I remember that he said, when I spoke of purchasing the carpet of Claggett & Dodson, that he would probably put it down, even if I bought it of them.

By Mr. Ricaud:

Question. Do you know anything about Mr. Thomson as to his character and standing?

Answer. I never heard his character spoken of that I recollect. I think he did his work well. I will say for him that he laid down the carpet very well, and did the upholstering well, and showed a great deal of energy and efficiency in driving it on day and night, at my urgent request. I had to be stirring up everybody about that time. I do not think I saw Mr. Cullom from that time until I met him in the new hall after the meeting of Congress, and he introduced me to Mr. Maynard, the chairman of this committee.

By the Chairman:

Question. Do you know of any fact going to show, or tending to show, any misfeasance, malfeasance, corruption, or dereliction of duty,

ver. My residence is Washington, and my occupation is that
ditor and publisher of the National Intelligencer, of the firm
s & Seaton.
tion. Did you have any transactions with Mr. Cullom, late
f the House of Representatives, as Clerk?
ver. I received, in March last, an order from the Clerk for
copies of the Annals and Register of Debates of Congress, to
him to execute the resolution of the House of July 7, 1856.
tion. Did you furnish them?
ver. I did.
tion. Have you been paid for them?
ver. I have.
tion. At what price did you furnish those books?
ver. At the regular price, five dollars per volume.
tion. Did you receive your pay at that rate?
ver. I did, in full.
tion. Is that the only business transaction you had with him?
ver. That is the only business transaction I had with him. I
ne interviews and some conversations with him.
tion. In that transaction did Mr. Cullom receive or reserve, or
e to receive or reserve, any consideration, or any promise of
ration?
ver. He did not receive any himself, or ask for any for himself.
tion. Did he receive any for anybody else, or ask any for any-
se?
ver. He placed me in the hands of an agent who, he said,
arrange with me for the number of copies which would be
. He declined giving the order himself, and said he would
man to me, and would give an order to him for such number
s as he should specify or agree to take.
tion. Who was that agent?
ver. Hugh Tyler.
tion. Did you get the order from General Cullom or from Mr

Answer. He said that he had placed the business in Tyler's hands; that he could not give an order himself; that he did not know what number he should want, or something to that effect. But he declined acting himself, and said he would send Mr. Tyler to us, who would arrange the number to be furnished, &c.

Question. Did he say he had given Mr. Tyler the contract for furnishing the books?

Answer. He did not say anything about a contract that I know of. He said he had put the business in Mr. Tyler's hands.

Question. Did he ask you, or stipulate with you, to pay Mr. Tyler any consideration?

Answer. No, sir.

Question. In your answer to a former question you said that Mr. Cullom did not stipulate for anything for himself. Did he stipulate for anything for Mr. Tyler, or anybody else?

Answer. No, sir.

Question. Did he intimate to you, or use any language by which you understood, that he intended you to pay a bonus?

Answer. He entered into no explanations of that sort.

Question. How many volumes were there in a set of these books?

Answer. Seventy-one volumes of the Register and Annals combined make a complete set. They comprised the debates from the beginning of the government down to the year 1837.

Question. What was your publishing price?

Answer. Five dollars a volume.

By Mr. Curry:

Question. How many sets were ordered?

Answer. Ninety.

By Mr. Davis:

Question. To what amount did the order come?

Answer. Between $32,000 and $33,000. I will state that there were also two volumes of Contested Election Cases, making 73 volumes in a set, which were at the same price as the Annals and Register, $5 per volume.

By the Chairman:

Question. Did you pay Mr. Tyler any bonus or consideration, or promise or stipulate to pay him any?

Answer. It would shorten the examination, probably, if I were permitted to state, connectedly, what passed between Tyler and myself. The day after the inrterview with General Cullom, I think, Tyler came to see me; I reduce our conversation, but will endeavor to give all the substance of it. He said he would give me an order, or obtain an order, for 93 copies of our works, if I would give him $13,545. I decided in my own mind, at once, not to accede to his proposition, but told him I would consult my partner about it and give him an answer. It is proper to state, perhaps, that these books were originally compiled and printed for Congress, and we had never sold a copy to any private individual, but only to Congress. The Debates were commenced under the patronage of Congress in 1824. They afterwards authorized the compilation of the Debates back to the begin-

; of the government under a subscription upon the part of Con-
s. In the course of supplying, from time to time, sets of the
ates to new members of Congress, certain volumes in the series
become deficient, either by a mistake originally in printing or by
e accident, and, in order to make the sets complete, we had to re-
t those volumes. This we had done in New York, for the sake
xpedition, and, of course, had to pay cash to defray the expense.
t money we obtained on loan; it ran up a large debt, some
000 or $28,000, together with the binding of so large a number
eadiness for the 34th Congress. Congress had, during several
essive Congresses, distributed copies of this work to new members,
we presumed, of course, that they would, as usual, distribute
es to the new members of the 34th Congress. We therefore, to be
eadiness, had them all bound up at a large cost, and, as our busi-
does not enable us to advance large sums of money, we had to
r this debt, which we expected to pay out of the proceeds of the
to the 34th Congress. Our creditor was importunate for his
ey, and we were willing to make some sacrifice to get it for him.
, although we were anxious to pay him, we could not submit to
extortionate proposal of Mr. Tyler, of $13,545; we so wrote him.
returned in a day or two, and said that he came prepared with
final offer. That offer was, that he would get an order from the
k if we would give him $7,000. Well, being in the power of our
itor, we had no alternative but to submit to the exaction. I did
appeal to the Clerk of the House of Representatives, because, in
kness, I then believed that there was an understanding between
Clerk and Tyler, and that we must pay whatever he demanded, or
no order at all; accordingly, after some hesitation, I acceded to
proposition. He then said that if I would give him a check on
er, Lea & Co.'s bank for the $7,000, he would get the order for the
ks. I gave him the check, but told him that we had no money
the bank. He said the check would answer his purpose as well.
took the check and deposited it there. It was not, however, en-
d to our debit, as I afterwards found by the entry in the bank
k. That check did not go to our debit until the money for the
ks went into the bank of Suter, Lea & Co., and then it was paid
returned to us. The check was dated on the 27th of March,
7, and is endorsed by Hugh Tyler. It was charged to us in the
k book on the 2d of April. Here is the check, and here is the
k book, which will show the date under which it was charged up.
The witness, at this point, handed the bank book and the check to
Chairman, and they were examined by the individual members of
committee.]

By the Chairman:

uestion. I perceive by this check that you drew it on the 27th of
ch, in favor of Hugh Tyler, for the sum of $7,000. The check
ndorsed by Hugh Tyler. The bank book shows that your account
opened on the 2d of April, by a deposit of $32,850. On the debit
of the account is, "Check to Hugh Tyler, $7,000," under the
e date. Had you any account at Suter, Lea & Co.'s at the time
drew this check?

Answer. No; we may have had money transactions there, but merely temporary.

Question. Did you have any deposit account?

Answer. No.

Question. From whom did you get this $32,850?

Answer. It was sent us from the treasury; General Cullom sent us the requisition for the amount.

Question. Did he send it to you, or did his disbursing clerk?

Answer. It was sent to the treasury, and we got the money.

Question. Do you know where General Cullom was at that time?

Answer. I am not certain that he was in the city at that time. I had seen him but once since the adjournment of Congress, and that was when he called at our office and I had that conversation with him.

Question. How came he to call at your office?

Answer. We had sent to him once or twice.

Question. How many times did you send to him?

Answer. Soon after the passage of the resolution of the 7th of July, 1856, I sent our head man in our binding establishment, Mr. Deeble, to ask General Cullom, as the resolution had passed, whether he would give an order for those books, because they constituted property of great value, were deposited in a combustible building, and we had to pay a high insurance upon them, which our creditor required of us, because the payment of our debt to him was secured by a lien on those books. I wished to deposit the books in a place of safety, and therefore sent to ask General Cullom to give us an order at once, that we might send the books to the Capitol—not expecting payment at that time, because there was no appropriation to pay for them. But, as Mr. Deeble reported to me, General Cullom answered that, though the resolution had passed, he had not taken the matter into consideration, and, at any rate, he would not take any step or give any order until Congress had made an appropriation to enable him to execute the resolution. I thought this decision was very proper, and I was satisfied with the answer, although I was anxious to get the books deposited in the Capitol, where they would be safe from fire. Mr. Deeble reported to me that Mr. Cullom said also that he did not know, when he got the money, what he should do in executing the order; that if he did get the money he did not know what number of books he should want, and that there were some preliminaries to be settled before he gave an order. That answer partly induced me afterwards to suppose, as I have already stated I did suppose, that there was an understanding between Mr. Tyler and Mr. Cullom, because I did not think that Mr. Tyler, being a private man, not in the public employ in any way, would undertake all this trouble for nothing. After this answer I said nothing more, and sent no other message to General Cullom until after the passage of the appropriation. During the month of December, 1856, I had an interview with General Cullom at his lodgings, being extremely anxious about the matter, and being pressed by our creditor. I went to see what General Cullom had done, and to get him to tell me frankly what he proposed to do. We had a conversation of a very free and friendly character. He said that he expected to get an appropriation; that although the Senate had rejected it at

ceding session, he still thought the House would insist upon
ght to appropriate the money—to expend their contingent fund
saw fit—as the Senate had taken the ground that they would
their own contingent fund as they saw fit, without the con-
e of the House; and he expected that the House of Represen-
would, in defence of their right, insist upon this appropriation.
as about the substance, I think, of what he said upon that
A number of other matters were spoken of by him in that
ation, and I left him. After the appropriation had been passed
leficiency bill of March 3 following, I sent Mr. Moore, of our
o General Cullom, and he had a conversation with him, in
as Mr. Moore reported to me, General Cullom said that he was
pared to give any order for our books; did not know that he
order any at all of the publishers, and declined to give any,
l he would call and see me. That was after the passage of the
ropriating the money. In a short time after that General
called upon me in pursuance of his promise.

ion. You say in your testimony that, at the time that Mr.
ibmitted to you what he said was his ultimatum, you supposed
ere was an understanding between him and General Cullom
gard to the matter of the exaction. I wish you would state
unds of that supposition, and whether you still entertain it;
ie grounds why you still entertain it; and if you do not, the
i why you do not entertain it.

'er. I supposed that if Mr. Tyler was not expected to make
by the purchase of the books, General Cullom would himself
lered the books at once of the publishers, instead of sending
it elsewhere to get second-hand books, which he must have
he did not get them of the publishers; in fact, he could not
e a single copy of our Debates which Congress had not already
and paid for. There was not a copy anywhere to be had,
rom ourselves, which Congress had not paid for, because we
'er sold a copy to any private individual who could have them
. When I took that in connexion with the statement of Mr.
that there would be preliminaries to settle, as well as the pre-
n arising out of the matter being put in the hands of an agent,
sed that General Cullom, whether he had any pecuniary in-
i the matter himself or not, understood that the agent was to
his trouble as much as he could make. That was my impres-
the time. If it had not been, I should have appealed from Mr.
) Mr. Cullom himself against this extortion. The discrimina-
nade between my impression then and my impression now, was
reason that I have understood that General Cullom stated to
nd jury, under oath, that he had no knowledge and no idea
'. Tyler had extorted a dollar from us; and having formerly
d Mr. Cullom as a man of honor, I was bound to take his word
ath.

tion. You spoke about your foreman referring to a conversation
eneral Cullom, in which he spoke about certain preliminaries
rranged; did General Cullom himself at any time explain or
e to you what those preliminaries were?

'er. He did not.

By Mr. Cullom:

Question. Did I not state, in the conversation you had with me, that I wanted to see Mr. Tyler, who had the contract for these books, and learn what the contractor had done, before I could tell what remained to be done, and that whatever the requirements of the office were I would do?

Answer. I do not remember distinctly, but I am quite ready to admit it. Something of the sort was said, I believe. My impression now is, that General Cullom did say something to that effect. General Cullom told me, in the conversation in December, that he had made some arrangements with members about the books, and that he should not be able to give me an order for the number of books, which was 141, as I understand.

By the Chairman:

Question. Did he tell you what those arrangements were?

Answer. I do not know that I can repeat his very words throughout. From the practices which common report had assigned to this book business, I inferred from General Cullom's conversation that a number of members of Congress had preferred to take money instead of the books.

By Mr. Curry:

Question. What is your best recollection of what he stated?

Answer. General Cullom said he had been obliged to yield to some of the members—to use his own words—to yield to the rapacity of some of the members who wanted money; and therefore I could not expect an order for the whole amount.

By Mr. Cullom:

Question. Do you remember that I furthermore stated to you that I had been compelled to take some books of the members of the previous Congress, who had brought me under obligations to them, and who insisted upon my taking their books of them with which to supply the new members, and to give them the money for the books?

Answer. I did not understand it so; but if such was General Cullom's intention, and such was the sense which he meant to convey to me, it may have been so.

Question. Would it not bear that construction?

Answer. The words I repeated I remember distinctly—that he was obliged to yield to the rapacity of some of the members in order to get their support. I will say to the committee that I did not intend to repeat this conversation, as it might be regarded as private; but it has been drawn out by the questions proposed by the committee. General Cullom said that there were some of the members so rapacious for money that he had to yield to them in order to obtain their support, whether to get this resolution through, or to get them to take money instead of books afterwards, I do not know. That was the effect of what he said. And it was so well known, or so generally believed that heretofore members had demanded money instead of books, that I thought so; and also because since McNulty's time, who I believe commenced the practice, several of the Clerks of the House of Repre-

sentatives had withheld from the publishers orders for a portion of the full amount of books required to supply the new members.

By Mr. Curry:

Question. When was this conversation with General Cullom?

Answer. In the month of December, 1856. I did not question Mr. Cullom closely, or endeavor to sift him, because I had great reliance in his friendly disposition towards us, and I thought he would do us all the justice which the circumstances in which he was placed would enable him to do.

By Mr. Ricaud:

Question. In your previous furnishing of books under the order of the House, or of Congress, had you been in the habit of making such heavy deductions?

Answer. We have refused to comply with some previous orders for less than the full number required to supply the members, but no money or bonus was ever suggested by any previous Clerk.

Question. Did you ever make any deduction on your price?

Answer. No; it was never demanded of us, and the Clerks issued their own orders, and never sent any agent to us before.

By Mr. Curry:

Question. Is this the first time you ever made a contract with any person besides the Clerk?

Answer. It is the first time we ever had anything to do with any body but the Clerk, in reference to supplying Congress with these books.

By Mr. Davis:

Question. What kind of support did you understand Mr. Cullom to allude to in his conversation of December, 1856, in speaking of the rapacity of members?

Answer. I supposed that a number of members who did not want the books, but preferred the money instead, had required him to yield to their wishes. I do not know what he meant by their support. I did not ask any explanations. That was a matter private to himself, and I had not intended to allude to it here.

Question. Who is this Hugh Tyler?

Answer. I do not know him except in this transaction, and seeing him about the city. I saw him several times before I knew who he was. I have seen him with members of Congress during the last Congress, but I did not know him, and had no personal acquaintance with him. Indeed, my impression was that he was connected with the banking-house of Messrs. Suter, Lea & Co. I do not know how I got that impression. But from his transacting his business there, taking our check there, and seeing him about there very often, led me to suppose that he was one of the concern. But in that, I suppose, I was mistaken, for I have understood since that he was not connected with that house.

Question. Have you stated all the transactions you had with the Clerk?

Answer. I have stated everything I know about it. General Cullom may remember what he said better than I do, and I shall be very glad to add anything that he can bring to my mind.

By Mr. Cullom:

Question. I would ask you whether, in the conversations you have alluded to, I did not speak of members placing me under obligations—whether that was not the word I used—and that I was compelled to do something in the way of taking books of them?

Answer. I dare say that might have been the amount of it. I do not insist upon the form of expression used.

Question. Did I give you the names of old members—my colleagues in the preceding Congress—who had books boxed up here, and insisted that I should take them of them as well as to take them of you?

Answer. I do not remember anything of that sort; but it is quite possible, because your recollection probably arises out of the fact.

Question. Have you by accident, or in any other way, since then, learned that I did take a number of books from former members?

Answer. I think not; but it was very plain to me that if any books were obtained, it must have been by getting them of members of Congress. They could be had no other way. That was the way, doubtless, in which former Clerks were supplied, if supplied at all.

By the Chairman:

Question. I would be glad to have you tax your recollection as much as you can. Words sometimes, almost synonymous, are very different in their effect, and in the impressions they make. Where there is a very slight distinction in the words used, there is very wide difference in their meaning sometimes. Do you know whether General Cullom told you that he was obliged to accommodate members in order to procure their support; or did he tell you that they had placed him under obligations, and he therefore felt obliged to accommodate them?

Answer. The words which I repeated remain in my memory with much distinctness; I was confident that I repeated his words. Although I do not undertake to say that I recollect them with perfect accuracy, yet they have recurred to my mind so often that it is my impression that I have repeated the words he then used to me. General Cullom's own explanatory questions would give a different signification, and I will not contend for the meaning, although the words are those that my memory retained as the words used. The conversation was a long and a free one. I have aimed to reduce my testimony to the briefest space compatible with substantial correctness. These words I have often recurred to in memory; they did not surprise me, because my own experience and common report had led me to believe it a very common transaction between former Clerks and members.

By Mr. Curry:

Question. Is your recollection distinct as to the use of the word "rapacity?"

Answer. I am confident he used that word. As a free and friendly conversation, I did not go into it at all until the Chairman required me to state what passed in the conversation in all respects.

By Mr. Cullom:

Question. Did I not say to you that whatever I found could be done I would do, and that Mr. Tyler had the contract for furnishing the books?

Answer. I do not recollect that you mentioned Mr. Tyler; but I believe you stated that whatever you could do would be done with great pleasure; and I did not doubt it, from you professions of friendship towards us. The truth is, I had no idea but you were under obligations to members, and would be in a measure compelled to accommodate them.

Question. Do you consider that it would be a violation of my official duty if at any time I did take books as good as yours from members and furnish them to others?

Answer. Under the letter of the law the Clerk was not required in express terms to purchase the books of the publishers; but as they could only be got elsewhere by purchasing those that the government had already bought and placed in depositories throughout the country for a public object—that is to say, for the use of members, and access for their constituents—for that is the motive and object on which the whole plan of distribution rests—I thought it a violation of the proper duty of the Clerk to purchase these books elsewhere than of the publishers, as he would not thereby increase their distribution in the country, but would restrict and reduce their circulation, besides taxing the treasury for books already bought and paid for by the government; because if the same books were to serve successive Congresses you might make one set alone do that. I thought it the duty of the Clerk to purchase additional and new books, as to purchase the same books over and over again would defeat the intention of the distribution. That is my view of the case.

By the Chairman:

Question. Do you know that any of the members of former Congresses have been in the habit of selling their books in this way?

Answer. I know it only from common report, not from my own knowledge. But the Clerks could not get these books, except from the publishers, in any other way than from members, if they ever really got them at all.

By Mr. Cullom:

Question. Would not the books delivered to the members of the 33d Congress, boxed up and left here, without being opened, be just as good as any I could get from you?

Answer. No doubt they would.

Question. You speak of the practice heretofore of the Clerks giving you the orders directly for the books; do you not know that in regard to these books the practice has always been to give the contract to somebody to get the books?

Answer. I do not know it, and am confident such is not the case.

Question. Do you know that Mr. Morrison, a bookseller in this city, had such an order from Colonel Forney?

Answer. Only from report. But I supposed that whoever was employed by the Clerk was acting as Mr. Tyler was—that is, buying receipts instead of delivering the books. It is the common impression and opinion in the city of Washington, and it was mine, that it was a money-making business upon the part of the Clerk and his agents, for some of those agents are reputed to have got very rich out of this book business.

Question. You speak of this being the only transaction officially between you and me; will you allow me to refresh your memory as to other transactions; the obtaining various back numbers of books the printing and advertising which I, as Clerk of the House, gave you from time to time?

Answer. Beyond the annual advertisement, which the Clerk is required by law to make, of the list of appropriations, I know of no business transactions with our office by you.

Question. You have done all this since I have been Clerk?

Answer. Certainly; I have published the two or three official advertisements.

Question. Besides all this, do you not know, or have you not been informed in your office, that I have caused a great many back numbers of books to be purchased of you?

Answer. I am not cognizant of any such thing.

Question. Has not all this amounted, I will say, to $12,000; I mean to embrace the advertising and all?

Answer. I cannot tell from memory what the advertisements have amounted to; as to the books, we have but one work for sale now, and that is the Debates in Congress; we published the State Papers in 1831–'33; but we have not had a copy of that work for eight or ten years; the Senate ordered some copies of it three or four years since to supply new members of that body, and we had not one to sell them and I understand that for a long time the Secretary of that body could not get them elsewhere; we always refused to buy of any member copy of any book we had supplied them with by order of Congress.

By Mr. Curry:

Question. In how many volumes did you publish the State Papers?

Answer. In twenty-one. I wish to say that I am very willing that Mr. Cullom should refresh my memory as to any points in the conversation to which I allude.

By Mr. Cullom:

Question. I have called your attention to what I remember as the real points in the conversation, have I not?

Answer. It may be so; but I think you have not stated anything at variance with what I have said; what I have repeated of what Mr. Cullom said in regard to arrangements with members did not surprise me, from the well known vicious practice which has grown up during late years.

uestion. As to the point in reference to what I alluded when I
ke of that, it is a matter of inference by you?
nswer. It is.

By Mr. Curry:

uestion. Did Mr. Cullom ever tell you that he had given to Mr.
er a contract to furnish these books?
nswer. I do not recollect that he used the word "contract;" I
erstood that Mr. Tyler was his employed agent.
uestion. Did you understand that from what Mr. Cullom said to
?
nswer. Mr. Cullom put me into the hands of Mr. Tyler, as the
on employed by him to carry out the resolution of July 7, 1856;
member that I asked Tyler how long he had been employed by the
k on this business; he said that General Cullom had put the
iness in his hands as early as the day after the resolution passed.
uestion. My object was to get, as well as you can recollect, the
guage used by General Cullom in speaking to you of Mr. Tyler,
n he said that he had placed the matter in his hands?
nswer. The chief reason assigned by the Clerk, if I remember cor-
ly, was, that as Tyler had had the matter in hand under his order,
did not know how many copies he would want to execute the reso-
on, and he would send Tyler to me, who would act for him, and
me how many copies he wanted; and whatever he ordered or
eed to General Cullom would sanction and give the order for.

By the Chairman:

uestion. Was Mr. Tyler an appointee under Mr. Cullom, or did
have any place in his department?
nswer. None that I know of.
uestion. I want you to answer this general question: Whether, in
transaction, or in any other transaction that you had with General
llom, he reserved any bonus, margin, profit, or stipulated for any
h for himself, or for anybody in his interest, or of his appointment?
nswer. He did not.
uestion. Was this matter of the $7,000 a matter between you and
. Tyler?
nswer. It was certainly a matter between Mr. Tyler and myself.

By Mr. Davis:

uestion. But you considered it to be by the authority and direction
Mr. Cullom?
nswer. I did not suppose that Mr. Tyler was tied down to any
ress amount, but I supposed that it was understood between him
l General Cullom that he was not to give the order for nothing, or
I should have appealed against Tyler's extortion to the Clerk.
impression was, that it was understood that Mr. Tyler was to make
ney by his agency; whether for himself and the Clerk, or for him-
alone, is not for me to say. I did suppose that he was acting in
cert with the Clerk until I was informed that Mr. Cullom had
vowed it under oath.

By Mr. Cullom:

Question. Did you not also understand that Mr. Tyler had disavowed any connexion with me in this matter?

Answer. Not to my knowledge. I have not heard anythin regard to his testimony, but I heard from a gentleman who was informed that General Cullom had disavowed it before the g jury; and anything that he should say on oath I felt bound to be

By Mr. Davis:

Question. Were you present when Mr. Cullom was sworn befo grand jury?

Answer. I was not; but I heard it from another person—a p that I did not doubt was perfectly well informed upon the sub and it was sufficient to assure me that he had said so.

By the Chairman:

Question. The point I wish to get at in your testimony is Whether, in this arrangement between you and Tyler in r to the $7,000, General Cullom had any part or participation in authorized it, or sanctioned it, or was cognizant of it, to your k edge?

Answer. I have no positive proof or knowledge of it; it was a n of inference on my part, from the circumstances I have stated.

By Mr. Curry:

Question. Did this inference or supposition of a connexion bet Mr. Tyler and Mr. Cullom grow partly out of the conversation bet you and Mr. Cullom, that he would send Tyler to you?

Answer. It did. I thought it was proper for General Cullo give me the order himself, or by a clerk in his office.

By Mr. Cullom:

Question. Was not what I referred to my statement that I di know how many books Mr. Tyler had furnished?

Answer. That was doubtless the reason assigned by General Cu at the time for sending Mr. Tyler to me.

By the Chairman:

Question. What I wish to get at is this: Whether, in that co sation, General Cullom intimated, directly or indirectly, near remotely, that you were to make a contract or bargain with Mr. T as to your prices, or only as to the number of books to be suppli you?

Answer. I did not infer that Tyler was to stipulate about the p because General Cullom well knew we would not change the p but that Tyler was to give an order for the number we agreed on the Clerk make payment for the full price authorized by the law.

Question. Was there any intimation given to you in any way Tyler, or anybody else, was to have a bonus, until Tyler himself the proposition?

Answer. General Cullom made no intimation, in any form, that point.

n. Had there been any intimation made to you from any
ıtil it was made by Tyler?
·. Except what Mr. Cullom said to Mr. Deeble, that there
minaries to be settled. There was a very general impres-
this book business was a money-making business upon the
e Clerk. We had been informed that somebody had offered
a large amount of money—some $30,000—for the privilege
this resolution.
n. Had any proposition been made to you before Mr. Tyler
y anybody to get you to make any abatement from your

·. Certainly not.

W. W. SEATON.

FEBRUARY 5, 1858.

IALL called and sworn.

the Chairman:

n. Were you a member of the last Congress?
·. I was.
n. From what State?
·. Massachusetts.
n. Were you a new member then?
·. I was.
n. What passed between you and Mr. Cullom, late Clerk of
ı of Representatives, in relation to the books ordered by Con-

·. The books were delivered to me by the Clerk, and were
r control and disposal.
n. Did you receive the books from the Clerk, and give a re-
ıhem?
·. My receipt is according to the books I received.
n. At what time did this transaction occur?
·. The arrangement was made shortly after the passage of
ıtion. That is the whole transaction in reference to that

Mr. Horton:

n. Do I understand you that you actually received the

·. The books were delivered to me, and were actually within
ɔl and disposal.
ın. Were they taken possession of by you?
r. The taking possession of them by me is a matter which
r to some particular time. If you mean that they were
ɔlaced in my hands, or were delivered to me by depositing
ny room, that is not the fact.

the Chairman:

ın. Did this occur directly after the passage of the resolution
, 1856?
·. I made the arrangement with the Clerk immediately.

By Mr. Curry:

Question. Did you ever see the books you receipted for?
Answer. Yes, sir.
Question. Will you state, if you can, what books you did receive?
Answer. I cannot tell the exact books, though I could identify them by the receipt.
Question. Have you received Gales & Seaton's Register of Debates?
Answer. They are among them.
Question. Of how many volumes do they consist?
Answer. I cannot tell.
Question. Did you receive Little & Brown's Revised Statutes?
Answer. I did.
Question. How many volumes were there of them?
Answer. I should think there were ten or fifteen.
Question. Did you receive the Congressional Globe and Debates?
Answer. I have possession of them.
Question. How many volumes?
Answer. I do not know.
Question. Contested Elections?
Answer. I presume I did.
Question. Senate Land Laws?
Answer. That is in the same category.
Question. Elliott's Debates?
Answer. Yes, sir.
Question. American Archives?
Answer. There were some books of that title; how many volumes I cannot tell.
Question. Diplomatic Correspondence?
Answer. That, also.
Question. American State Papers?
Answer. They are there, but I cannot tell the number of volumes?
Question. Opinions of the Attorneys General.
Answer. I think there is a copy of that; I cannot tell how many volumes.
Question. Finance Reports?
Answer. The same.
Question. Annals of Congress?
Answer. There is a set of them.
Question. Did you receive a set of John Adams' Works?
Answer. I have them among my books.
Question. Alexander Hamilton's Works?
Answer. I have them, too.
Question. United States Constitution?
Answer. You mean Hickey's Constitution.
Question. I mean Hickey's United States Constitution.
Answer. I have a copy of that.
Question. I mean did you receive this of the Clerk?
Answer. Whatever is in the receipt comes within the same category.
Question. Did you ever compare the receipt with the books?
Answer. No, sir.

Question. Do you know, from comparison, that you received the cific books set out in the receipt?
Answer. I do not; the presumption is that the books named in the eipt are the books within my control and disposal. I never com-ed them.

By Mr. Ricaud:

Question. You gave a receipt for the books?
Answer. I did.
Question. Did you receive the books under the receipt?
Answer. At the time of giving the receipt I had the books within control.
Question. Did you take any money for the books?
Answer. I have received no money of the government for them.

By Mr. Curry:

Question. Did you receive the full quota of books to which members Congress are entitled?
Answer. It is impossible for me to say definitely; I have not com-red them with the list; I suppose I have received them.

R. B. HALL.

J. H. JEWETT called and sworn.

By the Chairman:

Question. Were you a member of the last Congress; from what ate; and were you a new member?
Answer. I was a member of the last Congress, from the fifth con-essional district of the State of Kentucky; it was my first term.
Question. Was there any transaction between you and General llom, late Clerk, with reference to the books under the resolution the House?
Answer. There was.
Question. What was the transaction?
Answer. I did not take the books of Mr. Cullom, but that was at own instance; I never had any interviews with him upon the tter at all. I was not here when the resolution was passed, but s up in Harford county, Maryland, visiting a sick son, who was school there. That was some time in the summer of 1856. When eturned I found that a resolution to that effect had been passed. ad always understood that to be a sort of additional compensation the members. One day one of the clerks came to my desk with a per and asked me if I would take the books under the resolution. also asked Mr. Burnett, who sat near me, and he objected to it. aid I would take the books. However, immediately upon the pas-e of the resolution I had received a letter from Sherrod Williams, merly a member of Congress, offering me his books at a much lower e than these were to be furnished for. I broached the subject to . Cullom, through my colleague, as I had very little acquaintance h Mr. Cullom. I will also state here that in the course of a vate transaction with Colonel Stone, my predecessor, matters had transpired that his books could also be obtained at a less price than

they would be furnished here. I therefore proposed, through my colleague, to Mr. Cullom to take money instead of the books, as I preferred to do so. My colleague told me that he thought that, under the circumstances, Mr. Cullom would give me the money. Mr. Cullom furnished me a list of books, which he said he had put down at the catalogue prices. I gave him a receipt for them. If there was any fault in the matter it was with me and not with him. I will state to the committee, and they can examine the record for their own satisfaction, that, after the new compensation bill, I voted steadily against making any appropriation to pay for the books for members.

Question. Then you say, from your acquaintance with the history of Congress, that this book matter you considered as an indirect mode of compensating members?

Answer. I always so understood it.

Question. Did you regard it as your personal privilege to take what you could get, either the books or money in their stead?

Answer. Yes, according to my choice and convenience; this was done at my own instance, through my colleague, and for the reasons that I have stated.

Question. Those reasons were, I understand, that these other transactions of which you speak had put it in your power to get these books at a much lower price than they were rated at here in Congress?

Answer. Yes, sir; I do not think that I ever had five minutes conversation with Mr. Cullom.

Question. Then your note was not controlled or modified, or attempted to be controlled or modified upon that subject, by that transaction?

Answer. No, sir; neither by that transaction nor any other; I voted steadily against it, with perhaps the last vote, when I was absent from the hall to see some friends.

By Mr. Curry:

Question. Did you receive these books at all?

Answer. I did not.

Question. Did you execute a receipt for the money or for the books?

Answer. I executed a receipt which I have not seen since, but I suppose it was for the books.

Question. Did you execute any receipt for the money?

Answer. I do not think I did.

Question. How much money did you get?

Answer. I do not recollect what the prices of the books were, nor do I recollect the amount of money that I got; it seems to me that it was somewhere in the neighborhood of $900, more or less; I understood that the number of books to be furnished had been cut down somewhat.

Question. Did you see a list of the prices?

Answer. I do not think I did; merely a list of the books, or perhaps a general statement; I know there was a difference of opinion in regard to the resolution; some construed it to mean more and some to mean less.

ıestion. Did Mr. Cullom, in this conversation with you, state the
: of the books?
ıswer. He stated that he had given me the full value of them at
ogue prices, or rather that was the substance of the message
ght to me by my colleague, through whom I had indicated to
ıral Cullom my wishes upon the subject.

By Mr. Cullom:

ıestion. Did I not also state to you that Sherrard Williams had
written to me that he wanted to get rid of his books?
ıswer. Yes, sir.

By Mr. Curry:

ıestion. Here is a receipt printed in the Globe of December 7,
, as a receipt given by you for books; is it a correct reoeipt?
ıswer. This is the first time I have seen it since I executed it.
ıestion. You think you received about $900?
ıswer. It seems to me that it was in that neighborhood.
ıestion. Which Mr. Cullom said was the catalogue price?
ıswer. Yes, sir.
ıestion. Did you agree to make any deduction from the catalogue
?
ıswer. Not a cent.

By Mr. Cullom:

ıestion. Did I ask it of you?
ıswer. You did not.

By the Chairman:

ıestion. At what date did this transaction occur?
ıswer. The date of the receipt as printed here is the 19th of July,
; I suppose that was the time.
think this is in substance my statement.

J. H. JEWETT.

IGUEL A. OTERO called and sworn.

By the Chairman:

uestion. Were you a member of the last Congress?
nswer. I was.
uestion. For the first time?
nswer. Yes, sir.
uestion. Had you any transaction with Mr. Cullom, the late
k of the House of Representatives, with reference to the books
red under the resolution of Congress for new members?
nswer. None, except to get the books.
uestion. What transpired then?
nswer. I went to Mr. Cullom and asked him for any books to
h I might be entitled under the resolution of Congress; he told
hat I was entitled to certain books, which I got, and for which I
a receipt.
uestion. What was the date of your receipt?

Answer. I do not recollect.

Question. At what time did you get your books?

Answer. Some time prior to the close of the last session of Congress.

Question. Is that the entire transaction you had with him?

Answer. That is; I hardly ever was in his office, except at the time I got these books, as I was generally more or less busy with the contest for the seat which I claimed.

By Mr. Ricaud:

Question. Did you get all the books you receipted for?

Answer. Yes, sir.

Question. Did you get all the books, and no money?

Answer. I got no money.

Question. Do you know of any transactions in which the late Clerk of the House of Representatives was engaged, by which he secured any money to himself by way of premium or compensation, or of any agreement to get any in any way?

Answer. I do not know of any such thing. The first time that I ever knew anything of the kind was intimated, was by seeing it in a newspaper, which was laid upon my desk, at the commencement of this session of Congress.

MIGL. A. OTERO.

FEBRUARY 8, 1858.

JAMES BUFFINTON called and sworn.

By the Chairman:

Question. Were you a member of the last Congress; and if so, what State did you represent, and was that your first term?

Answer. I was a member of the last Congress, from Massachusetts, and it was my first term.

Question. Did you receive from Mr. Cullom, late Clerk of the House of Representatives, any books under the resolution of July 7, 1856?

Answer. I did, and gave my receipt for them.

Question. At what time did you receive them?

Answer. I cannot tell the exact time, but it was about the time I went home, in August, after the resolution was passed.

Question. Did the set of books you received comprise all that series voted to members?

Answer. It did.

By Mr. Curry:

Question. Did you receive all the books donated to members of Congress under that resolution?

Answer. I did.

By the Chairman:

Question. Do you know of any fact showing or tending to show any misfeasance, malfeasance, corruption, or dereliction of duty upon the part of Mr. Cullom as Clerk?

Answer. I never did know anything of the kind.

JAMES BUFFINTON.

EZRA CLARK, Jr., called and sworn.

By the Chairman:

Question. Were you a member of the last Congress; and if so, from what State, and was that your first term?

Answer. I was a member for the first time, from the first district of the State of Connecticut.

Question. Did you receive from Mr. Cullom, the late Clerk, your books under the resolution of the House?

Answer. I did.

Question. Did you get the full series donated?

Answer. I did.

Question. At what time?

Answer. My recollection is that I examined casually the books some time before I gave the receipt; I cannot say that I know exactly the time.

Question. Do you know of any fact showing or tending to show any misfeasance, malfeasance, corruption, or dereliction of duty upon the part of Mr. Cullom, late Clerk of the House of Representatives?

Answer. I know of nothing of the kind.

EZRA CLARK, JR.

A. D. JESSUP called and sworn.

By the Chairman:

Question. What is your place of residence, and your occupation?

Answer. I reside in Philadelphia; I am a paper manufacturer.

Question. Have you had any business transactions with Mr. Cullom, late Clerk of the House of Representatives?

Answer. I never have.

Question. Were you a bidder for stationery at the late awarding of the contracts?

Answer. Yes, sir, both in my individual capacity and as one of the firm of Jessup & Moore.

Question. Were any of your bids accepted?

Answer. They were not.

Question. Did you withdraw your samples?

Answer. I did, and have them here. I endorsed upon the package containing them that I withdrew them in August last from the custody of Mr. Minnix in the presence of G. S. G.—George S. Gideon.

Question. For what articles did you bid?

Answer. Only for three sizes of paper for the folding room.

Question. What do the marks upon your samples here of "good," "very good," mean?

Answer. They were not placed there by me; I suppose they were put there by some of General Cullom's clerks who examined them. I will state that my own individual bids were put in to show that the paper might be made somewhat thinner than the advertisement required. The bids for the finer ones of the weight required. I hardly expected my individual bids to be accepted, though I addressed a let-

ter to General Cullom, at the same time, stating that the paper was thinner than the advertisement called for, but was at a less price.

Question. Did you, either by yourself or through any agent or other person, offer to General Cullom, or anybody for him, any profit, benefit, advantage, or consideration of any kind, to induce him to accept your bids?

Answer No, sir.

Question. Do you know of any such proposition being made to him by any person, or by him to any person, in any way?

Answer. I do not.

Question. Do you know of any fact showing, or tending to show, any want of fairness, honesty, uprightness, or correctness of dealing, any departure from strict official conduct or integrity, upon the part of General Cullom?

Answer. I know of nothing except my own case, where I offered papers for which I considered that I ought to have received the contract. But I was interested as a bidder, and it may be that I do not look at the matter perfectly unbiassed.

Question. Did you know any of the clerks at that time?

Answer. I made Mr. Buck's acquaintance at that time, and since then I have made the acquaintance of Mr. Ingram, Mr. Bailey, Mr. Walker, and Mr. Minnix.

Question Had there been, when these contracts were made, any intercourse at any time, either friendly or unfriendly, between you and any of these clerks?

Answer. No, sir.

Question. Then I understand that your judgment was that, considering the character of the samples you offered, you ought to have received the contract?

Answer. That is what I thought, and still think I was on here several times; the first time was when I put in my bids and samples. General Cullom was absent then, but I was informed when he returned, and came on again. I learned that General Cullom was up stairs examining the samples. I sent up my name, and he came down; I said to him that I wanted to show him something about cutting the paper in the folding room; that I proposed if he would give me the forms into which the paper was desired to be cut in the folding room, I would furnish it already cut at the same prices as the paper before it was cut; that I had made a similar proposition to the Senate, and Mr. Dickins had accepted it. He said he was engaged, and could not attend to it. I called again the next day but one, I think, and went to the room where Mr. Buck's desk was situated, and stood at the door and asked General Cullom if the decisions upon the bids had been made; to that question he replied that I was "too damned unanimous." I hardly knew what to make of that, and do not recollect exactly what reply I made; the substance of it was, however, that I was anxious to get the contract, and did not see that I had done anything wrong in asking if the contracts had been decided upon. He said I would be notified if my bids were accepted. I said I wanted to know if they were not accepted, in which case I would withdraw my samples. He said I could take them away, then. I said

would not until I knew that the contracts were made. I had come with Mr. Bayly, of this city, intending to withdraw my samples less I could see the samples upon which contracts were awarded. r. Bayly was introduced to Mr. Cullom then, and while they were king together one of the clerks (Mr. Walker) came up to me and ked me what I thought of Mr. Cullom's expression that I was "too mned unanimous." I said that I supposed he meant that I was too petuous, or too importunate, or something of that sort. I found at the contracts had not been decided upon, and did not withdraw y samples. The next time I came here I applied to Mr. Buck for y samples, and he referred me to Mr. Minnix. Mr. Cullom was sent at the time. Mr. Minnix told me that there had been no hedule of the bids made, and my samples could not be found, and if ey were he had no authority to let me withdraw them.

Question. Then it seems that General Cullom would not allow you approach him in relation to the bids or the samples?

Answer. I did not try to approach him except to learn whether the ds I made were accepted.

By Mr. Cullom:

Question. Did you not repeatedly come here and call me out while was in the act of examining the samples?

Answer. I did not call you out but once.

Question. How many times were you here?

Answer. I was here but once to call you out, and saw you but three imes altogether after that.

Question. Did I not tell you that your approaches were indelicate nd that I must treat you as I had treated the other bidders?

Answer. That was on the third day when you said I was "too amned unanimous." You read me quite a lecture which I considered ntirely gratuitous and uncalled for on your part. I did not approach ou in any way except to ask if the bids had been decided upon.

Question. Did you not say to me that you wanted to make a sug- estion about varying the character of the paper secretly?

Answer. I did not. I had written you a letter, and merely wanted o explain some things in the letter.

Question. Did you not constantly try to get me to change your bid?

Answer. I did not. I spoke to you but once in regard to cutting he paper into shape, as I had done to the Senate, where my proposi- on had been accepted.

Question. Did I not say that I considered your conduct indelicate, nd that it was the same as tampering with a juror?

Answer. You said that at the time you said I was "too damned nanimous." The next morning when we were talking in a friendly anner, you said that it looked bad for me to be running around here, s it were, to influence you.

By the Chairman:

Question. Did any of the other bidders approach General Cullom hile he was examining the samples?

Answer. I do not think I saw any of them about the Capitol at all.

By Mr. Curry:

Question. You said awhile since that in regard to the awarding of the contracts, determining your opinions solely by that, that the utmost fairness had not been exhibited. Have you ever seen the samples upon which the contracts were awarded?

Answer, I saw them after Mr. Allen was elected clerk; Colonel Carter had them hunted up for me. These I see here as the bids of Mr. Wheelwright had been put among the rejected samples, but were marked "accepted" sometime afterwards, by Mr. Minnix, in my presence.

Question. Is it from a comparison of these samples that you express your opinion?

Answer. It is; but I am an interested party and may be biased by that fact.

By Mr. Cullom:

Question. Is the house of which Mr. Wheelwright a member, one of high standing and character?

Answer. Mr. Wheelwright is a man of high character; he is not a manufacturer, only a dealer in paper. I sell him this description of paper.

Question. Did you not run the samples you sent in here through what is called a letter mill, to make them better for the purpose of exhibition here?

Answer. There is a sample there which was run through a calendar in a mill in York, Pennsylvania, in which I am interested, but which was not in my mill. If, however, that sample had been selected, I would have had it either made at York or at my mill, in which I would have put another calendar for the purpose. I would take a contract now to furnish that kind of paper, and agree to have it here in four weeks. Of all these samples but one, the entire finish was put upon them in my mill; but one sample received any other finish.

By Mr. Curry.

Question. Does running this paper through a separate calendar, as you call it, give it a better character?

Answer. It gives it a better surface.

Question. If it had been accepted then you would have furnished paper of this character?

Answer. Yes, sir. I should have been very glad to have had the contract awarded to me; I would either have taken the paper to York or have put another calendar in my mill.

Question. Which do you consider the best sample, that which was accepted or that which you offered?

Answer. I consider mine the best, (though I am an interested party.) The paper taken from Mr. Wheelwright was about 20 per cent. higher in price than that which I furnished to the Senate.

Question. I ask your opinion in regard to this matter as a manufacturer and an expert.

Answer I have better paper here and poorer paper. Here is a sample of paper I offered, which equals in price that to which Mr. Cullom

awarded the contract; I contend that it is 10 per cent. better in quality, though the same in price, indeed a cent less per ream, which, however, is but a trifle.

Question. What did you say about the cutting of the paper?

Answer. Here is a sheet of paper prepared for the Senate, with the corners cut off to make it more convenient for wrapping up documents. It has been done heretofore by hand, but I deliver it now all prepared.

Question. Did you propose to furnish it in this way?

Answer. I proposed to furnish it as they should select. Here is a sample at $2 04 a ream, which I contend is better by 20 per cent. than the sample here to which the contract was awarded.

Question. Was the sole object of your seeking an interview with General Cullom to explain your letter to him?

Answer. It was.

By Mr. Horton:

Question. You have expressed your opinion in regard to the quality of this paper very decidedly, though you admit that you may be biased in your judgment. Would you take it upon yourself to say that another man entertaining a different opinion upon the subject, might not be as honest and decided as you are?

Answer. I think that if a person never saw any of this kind of paper before in his life, he could tell which is the best of these samples.

By the Chairman:

Question. What causes the difference in the shade?

Answer. The shading costs nothing; I can make it of any shade of color.

By Mr. Curry:

Question. Is there any difference in regard to the paper taking ink well?

Answer. There is not.

By the Chairman:

Question. Have you dealt much in paper except of your own manufacture?

Answer. My own production of paper is about 7,000 to 8,000 pounds a day. But I buy a great deal of material, more than I can use, which I sell to other manufacturers and sometimes buy their paper, and I also sell on commission.

Question. Do you use much paper?

Answer. Only for my own writing.

Question. Might not parties using paper from different establishments come very honestly to conclusions different from those made by you as a manufacturer?

Answer. There are differences of opinion, of course.

Question. Have you examined the bids that were accepted?

Answer. I have.

Question. Did you see anything suspicious or unusual about them?

Answer. I discovered at once that the bids of Ames, Herrick, Barnes & Rhodes of New York, and of Mr. Wheelwright of Baltimore, were

filled up and signed in the same handwriting. The bids of McSpedon & Baker were filled up in that handwriting but signed in a different handwriting. I know the handwriting of Mr. Wheelwright, and the signature here is not his handwriting. The others I do not know.

Question. How came you to see these bids?

Answer. After Mr. Allen was elected, Colonel Carter permitted me to see them.

Question. What was your object in looking at them?

Answer. I wanted to see whether I was entitled to the contract or not.

Question. What did you contemplate doing if you were satisfied you were entitled to the contract?

Answer. It was only for my own satisfaction. I do not know as I could do anything.

By Mr. Cullom:

Question. Had you not made some arrangement with Colonel Carter to set the contract aside, and get one yourself?

Answer. No, sir.

Question. Did you not say so to any one?

Answer. No, sir. After I saw those samples, Colonel Carter said to me "we will stop this business after we use up what we have on hand, and you shall have an order." I had an order given me for paper on Saturday last. I did not know what course to pursue to upset the contract; but I did not like to be humbugged after I had taken the trouble to prepare my samples and bring them on here, when I considered my samples the best.

Question. Had you a contract with the General Post Office at one time?

Answer. Not for paper. I bid for paper and got a contract for sealing wax which raised a laugh at me I know.

Question. Did you not have some trouble at the General Post Office?

Answer. I had this trouble: that I was beaten by dishonest bids by a party who offered 26 pound paper at 190 cents a ream to be furnished for blank agencies at New York and Cincinnati, and the same party asked either $2 60 or $2 70 for the same article of paper furnished here. I called Judge Campbell's attention to the matter, and he said that they had good securities and could not alter it, but had to take the bid. Mr. King will tell you now that they have had nothing but trouble from that time to this.

Question. Did you not go there importuning them until they asked you not to call there?

Answer. No. I have been there repeatedly, and have been told by Mr. Skinner that the Post Office Department could take care of itself.

Question. Were you not there annoying the department until the postmaster sent one of his clerks to say to you, that if you came there again he would have to use force to get you away?

Answer. No, sir. General Skinner told me that if the Post Office Department wanted my advice, they would send for me.

Question. Did you not tell Mr. Wheelwright that you had been to great trouble in getting up these samples, with a view to get this

ontract, and had carried them to be finished at another mill for that urpose?

Answer. No, sir.

Question. Did you not say to him and others that your object was o break up this contract with a view to get it yourself?

Answer. No, sir; I do not think I did, though I should be very lad to do so.

ALFRED D. JESSUP.

JAMES W. FITZHUGH called and sworn.

By the Chairman:

Question. What is your residence and occupation?

Answer. I live in the city of Washington, and my occupation is hat of house-builder.

Question. Have you had any employment, or been in any way employed about the Capitol at any time during the last two years?

Answer. I have been employed about the Capitol to do the carpenter work in the repairs, and anything of that sort that was needed about the building.

Question. Do you know anything with reference to the carpeting in the new hall?

Answer. Yes, sir.

Question. Had you any participation in the procurement of that carpet; and if so, what was it?

Answer. I purchased the carpet and paid for it; but it was selected by Captain Meigs.

Question. At whose instance or procurement did you purchase it?

Answer. I went down myself and looked at the carpet and paid for it. Mr. Thomson was employed under General Cullom, and had the general superintendence of laying it down. General Cullom had gone away while the carpet was being put down, and as Mr. Thomson was a regular upholsterer, he attended to the matter.

By Mr. Davis:

Question. Under whose authority did you buy the carpet?

Answer. General Cullom authorized me to go on and fit up the hall. I have his letter to that effect, but not with me.

By the Chairman:

Question. Had you been employed about the Capitol in doing repairs, fitting up rooms, &c.?

Answer. Yes, sir.

Question. Did General Cullom give you an order to fit up the new hall?

Answer. He did.

Question. What is your general recollection of the substance of the letter from General Cullom on that subject?

Answer. The carpet was to be got according to the recommendation of Captain Meigs.

Question. How came you to select this particular carpet?

Answer. Captain Meigs selected it, as he thought it was a good pattern to put there, and I bought it.

Question. In these transactions, in connexion with the new carpet, or furnishing the new hall, was there any agreement, contract, or understanding, either express or implied, between you and General Cullom, by which he was to derive any benefit or advantage or profit, or any sort of consideration arising from or growing out of it?

Answer. No, sir; there never was any such thing talked about. He merely authorized me to get the carpet and put it down and see that it was done right; that was all.

Question. Was any such thing suggested to you by him, or to him by you?

Answer. No, sir; I should have been afraid to have done it.

Question. Did he ever make to you, or intimate to you, either in that transaction or in any of your transactions about the Capitol, any proposition which an honest man should not make, or should not receive, if made?

Answer. No, sir.

By Mr. Horton:

Question. Of whom did you buy that carpet?

Answer. I bought it from Claggett & Dodson, of this city.

Question. What was the price?

Answer. I do not know as that is a question I should answer or not.

By Mr. Davis.—That is just what we want to know.

By the Chairman.—That is a legitimate question, and you must answer it.

Answer. When we purchase an article we keep the price to ourselves, and get what we can, and the difference is our profit and our means of living. I paid a dollar and a half a yard for the carpet.

Question. Have you received your pay from the government?

Answer. I have not.

Question. What do you charge the government?

Answer. I calculate to receive $2 a yard.

Question. Why do you charge that much?

Answer. It is not more than we think is a fair profit.

Question. How much did that carpet cost; that is, what was the whole number of yards in it?

Answer. Two thousand yards or thereabouts; perhaps a little more or less.

Question. What was your account with Claggett & Dodson, at $1 50 a yard?

Answer. I think it was $3,000.

By Mr. Horton:

Question. Is your charge of half a dollar a yard over the cost price for the labor and expense, or is it the profit alone?

Answer. It is the profit alone.

By Mr. Ricaud:

Question. Do you charge extra for putting down the carpet?

Answer. Yes, sir.

By the Chairman:

uestion. What do you charge for putting it down?
nswer. I think the charge is 25 cents per yard.

By Mr. Davis:

uestion. Have you bought other articles for the Capitol; and if so, t were they?
nswer. I have bought some small things, such as were wanted it the Capitol; but they did not amount to any large sums.

By the Chairman:

uestion. Did you, in your business about the Capitol, receive any pensation for your services and your attention to these matters r than the profit you made upon the articles furnished?
nswer. No, sir; not a cent.
uestion. Then, as things were wanted about the Capitol, such as ishing the rooms, &c, you were called upon to do them or have a doue, and your compensation grew out of the margin for profits you placed upon the articles furnished and the work done.
nswer. Yes, sir, that was all.

By Mr. Davis:

uestion. Did you adopt the same rule in your purchase of other les, of allowing this margin?
nswer. Yes, sir;
uestion. Do you remember the amount of articles purchased?
nswer. I do not.
uestion. Cannot you remember somewhere within the neighbor- l of it?
nswer. I cannot.

By Mr. Ricaud:

uestion. Do you consider 25 per cent. a liberal compensation for purchase of articles of that character?
nswer. No, sir; I generally get 50 per cent. for anything that I ish, whether for the government or private individuals. I charge government no more than I charge private individuals.

By the Chairman:

uestion. Is that your usual rate of charge to individual customers?
nswer. Yes, sir.

By Mr. Ricaud:

uestion. Do you charge them all 33 per cent. for buying?
nswer. I charge them more than that sometimes.

By the Chairman:

uestion. Have you ever been engaged in furnishing and repairing any of the other departments?
nswer. Under Mr. Fillmore's administration I was engaged in Treasury Department to make all their cases, tables—all their hogany work.

By Mr. Curry:

Question. Are you a carpenter?
Answer. Yes, sir.
Question. Are you an upholsterer?
Answer. No, sir; I served my time at this office work.

By Mr Davis:

Question. Was there any conversation between you and General Cullom as to your compensation?
Answer. No, sir.
Question. Was it understood by General Cullom that you were to do this work for nothing?
Answer. No, sir.
Question. How were you to be paid?
Answer. By my profits, as was usual.
Question. Was anything said about how you were to be paid?
Answer. General Cullom said, go on and do the work, and charge what is fair; that is all that was said about that.

By Mr. Curry:

Question. Why did he get you to get the carpet?
Answer. I had been employed as carpenter to do the repairs of the house.
Question. Was it a carpenter's business to put down the carpet?
Answer. It was, if they chose to give it to them.
Question. Was your being employed about here the only reason that you were employed?
Answer. Yes, sir. Mr. Thomson, who is an upholsterer, was an employé of the government, and could not do anything of this sort for the government.
Question. Did Mr. Thomson tell you to get this contract?
Answer. He said he could not do it, and I said that I should like to have it.
Question. Was it not at his suggestion that you bought the carpet?
Answer. It was not. General Cullom sent me a written order to furnish the hall.
Question. Why did he give it to you instead of to any other person?
Answer. I do not know; the same as he gave me the other work, in the first place, I suppose.
Question. Is any person to share the profits of this transaction with you?
Answer. No, sir.
Question. Is there any agreement between you and Mr. Thomson that he is to share the profits of this carpet transaction?
Answer. No, sir.
Question. Does not your whole profit grow out of your carpenter business, and the profits of this and other similar transactions to be shared between you and other persons?
Answer. No, sir.

By Mr. Ricaud:

Question. You have stated that Captain Meigs selected this carpet; n your whole agency in this matter was to get the carpet and pay it?

Answer. Yes, sir.

By the Chairman:

Question. Who are responsible for the carpet to the manufacturers, vendors or the government?

Answer. I bought it, and told them to charge it to me, until I was pared to pay for it.

Question. Did you buy it upon your own credit, or did you purchase s the agent of the government?

Answer. They hold me responsible for the carpet.

By Mr. Ricaud:

Question. Had you any conversation with Captain Meigs about the pet?

Answer. No, sir.

Question. Did Captain Meigs tell you the price of it?

Answer. No, sir.

By Mr. Curry:

Question. How do you know that he selected this carpet?

Answer. As I was at the store looking at some patterns, Mr. Clag- t told me that Captain Meigs had selected this pattern, and of rse I told him to put it up for the hall of the House.

By Mr. Davis:

Question. Then this carpet was in reality selected by Captain Meigs, l you went down there and took it.

Answer. Yes, sir; I went there and paid for it; but it was ordered be sent up here by Mr. Thomson.

By Mr. Curry:

Question. Of whom did you buy it?

Answer. Of Mr. Claggett.

By Mr. Davis:

Question. Have you a bill of sale?

Answer. I have at home.

Question. In what name was the bill made out?

Answer. My name: J. W. Fitzhugh.

By the Chairman:

Question. Have you paid for it?

Answer. Yes, sir.

Question. Have you ever applied to General Cullom for the pay?

Answer. No, sir; after this investigation was ordered, I supposed was not worth while to present it at present.

Question. Was the work completed while General Cullom was still office?

Answer. I think it was all finished up the day before he went out; it may have been a day or two before or after; I am not certain about that.

By Mr. Davis:

Question. Then why did you not present the bill to him for payment?

Answer. It was not quite ready then; and as General Cullom said he did not suppose the committee would pass any bills, I did not present it, because I was satisfied it would not be paid until after this matter was settled.

By the Chairman:

Question. Do you say that there was no agreement between you and General Cullom, or between you and Mr. Thomson, or any understanding of any sort, that anybody was to share with you the profits of this transaction?

Answer. There was nothing of the kind.

By Mr. Davis:

Question. Did you ever inform General Cullom of what you expected to pay for that carpet, and what you intended to charge the government for it?

Answer. I do not recollect whether I did or not.

Question. You will try and refresh your memory. I want to know whether you ever had a conversation with General Cullom in which you told him what you intended to give and what you intended to charge?

Answer. None that I recollect of.

By the Chairman:

Question. Did you see General Cullom from the time he gave this order to you until you had purchased the carpet?

Answer. I think that after he gave me the order General Cullom went home to Tennessee, and when he returned the work was nearly done.

By Mr. Cullom:

Question. Did you see me afterwards until near the meeting of Congress?

Answer. No, sir; you were not here all the time we were putting down the carpet.

By Mr. Curry:

Question. What upholstering have you done besides putting down the carpet?

Answer. I have done very little.

Question. What articles of upholstery have you furnished?

Answer. I have furnished some few articles about the building, such as carpeting and matting. The furnishing has been very little since I have had anything to do with it—since last April. Mr. Thomson furnished the most up to that time, before he was employed as clerk, and there has been none of any amount since then.

Question. Have you signed any receipts for furnishing besides this the hall?

Answer. I have signed all my bills—everything that has been done the way of upholstering and repairs about the building since last ril.

Question. You state distinctly that you were not to divide the fits of this transaction with anybody at all?

Answer. No one that I know of was to receive any of the profits ides myself.

By the Chairman:

Question. You speak of bills for articles furnished—have you fur- hed all the articles that may be found in any bill you have submitted payment?

Answer. Yes, sir.

Question. And all the moneys for those bills have gone into your n pocket, except such as you disbursed either in buying the articles in paying the laborers?

Answer. Yes, sir; it all went into my own pocket.

[The Chairman stated to the witness that he would be required to nd to the committee the letter referred to in his testimony, to be pended to his testimony.]

Question. Is this copy of the letter, marked A, the letter you received om General Cullom?

Answer. It is.

J. W. FITZHUGH.

A.—*Copy of letter to J. W. Fitzhugh.*

OFFICE HOUSE OF REPRESENTATIVES OF THE UNITED STATES,
September 21, 1857.

DEAR SIR: You are hereby authorized to do such upholstery and ther work in the new hall of the House of Representatives and its alleries as Captain Meigs may designate and direct.

Yours truly,

WM. CULLOM,
Clerk of the House of Representatives of the United States.

Mr. J. W. FITZHUGH.

AMARIAH HOLBROOK, jr., recalled.

By the Chairman:

Question. Here are the samples of paper upon which contracts were warded, and here are also your samples: please compare them, and tate which, in your opinion, you consider the best.

Answer. I think my paper is the firmest and the most substantial.

By Mr. Horton:

Question. Here are some samples submitted by a Mr. Jessop: which o you consider the best, his samples or those upon which the contract as awarded?

Answer. I think that the sample presented by Mr. Jessop is firmer nd more lasting; I do not know that it is better in other respects.

By the Chairman:

Question. Do you think yours better than either?

Answer. I think it is more durable; that there is more wear in it.

By Mr. Horton:

Question. What is your paper made of?

Answer. Old Manilla rope.

By Mr. Davis:

Question. Do you say that your samples are better than those upon which the contract was awarded?

Answer. I do not say that it is better, but I think my paper is a stronger paper, more durable, and more substantial.

Question. Here are the bids for class 10, item 1: look at them, and tell how they compare.

Answer. My bid and the bid upon which the contract was awarded are the same.

Question. What do you say as to the quality of the paper proposed to be furnished by you and the paper contracted for?

Answer. As I said before, I think my paper is the strongest and has more wear in it.

Question. Here is the bid that was accepted and your rejected bid for class 10, item 2: is your bid less than the bid that was accepted?

Answer. It is 30 cents a ream less.

Question. Now examine your sample under this item and the sample that was accepted, and give us your opinion as to the quality of the paper.

Answer. I think my paper is firmer and more substantial, and has more wear in it; it is a better bodied paper.

Question. Here is your bid and the accepted bid for class 10, and item 3; the accepted bid is $4 50 a ream, and the rejected one of yours appears to be $4 40 a ream?

Answer. Yes, sir; that was my proposition.

Question. Now what is the difference in the quality and the value of the paper proposed to be furnished by you and that for which the contract was furnished?

Answer. I think my paper is worth the most for the same reasons that I have given in regard to the others.

By the Chairman:

Question. Here is a specimen furnished by Cyrus W. Field, or proposed to be furnished, for $2 a ream: which do you think the best, that or the accepted sample for the same item and class?

Answer. This of Mr. Field's is better than that accepted.

By Mr. Cullom:

Question. Is not this whole thing about paper, and the expressing a correct opinion about it, a matter to judge which a competent and experienced person is required?

Answer. Yes, sir; I suppose so.

A. HOLBROOK, JR.

FEBRUARY 18, 1858.

JACOB BROOM called and sworn.

By the Chairman:

Question. Were you a member of the last Congress; and if so, from what State, and was that your first term?

Answer. I was a member of that Congress, from the fourth district of the State of Pennsylvania, and it was my first term.

Question. Did you have any transaction with the late Clerk in respect to books that were voted to new members under a resolution of the House?

Answer. I had no other transaction with him than to receipt to him for books to which I was entitled, which books were then partly delivered, and the balance was afterwards delivered.

Question. At what time did you get those books?

Answer. I think it was in July, shortly after the resolution was passed, some time prior to the adjournment of that session. I never had any other transaction with Mr. Cullom. Unfortunately, we were not on very good terms during his term of office.

Question. Did you give him any bonus, profit, or advantage in any way?

Answer. Not a cent.

Question. Did you propose any such thing to him, or did he propose it to you?

Answer. There was nothing of the kind. The whole transaction, so far as I was concerned, was to receive the books and give my receipt for them.

Question. Do you know of any fact that either shows or tends to show any corruption, malfeasance, misfeasance, indirection, or any official dereliction on the part of Mr. Cullom, the late Clerk?

Answer. I know of none, directly or indirectly.

By Mr. Curry:

Question. Do you remember the list of books you received?

Answer. I do not.

Question. Did you compare the books you received with the receipt you gave?

Answer. I have never compared them; some of them are not yet owned; some were sent to me by mail to Philadelphia, and some were delivered to me here, according to orders that I gave here. I presume that I received them all. At all events, Mr. Cullom gave me his assurance that he would supply any deficiency that might be found.

By the Chairman:

Question. Then, so far, you have had no cause of dissatisfaction in that regard?

Answer. No, sir; none at all.

JACOB BROOM.

FEBRUARY 25, 1858.

D. S. WALBRIDGE called and sworn.

By the Chairman:

Question. Were you a member of the last Congress?

Answer. I was.

Question. Was that your first term?

Answer. It was.

Question. From what State?

Answer. Michigan.

Question. Did you have any transactions of any kind with Mr. Cullom, the late Clerk, in regard to the books ordered for new members of Congress?

Answer. I had no other transaction than to receive the books voted by Congress to the new members. I received a portion of them at the time, and the remainder I was to receive when I should call for them. The reason I did not take them all was that I was then preparing a library in my house and did not want them all then. Mr. Cullom said that I could take the rest at anytime. I have not received them all yet, but they are subject to my order at anytime. I gave a receipt for the books, and the Clerk gave me a memorandum of those I did not take so that I could call for them at anytime.

Question. Do you know of any fact that establishes or tends to establish any misfeasance, malfeasance, dereliction of duty, corruption or official misconduct upon the part of General Cullom as Clerk?

Answer. I do not know of anything of the kind. I have heard, as you and others have heard, of various rumors that are afloat; but I know nothing of their truth or falsity. I never had any transaction with General Cullom, except in regard to those books. I did not know him until about the time he was elected Clerk. I was very seldom in his office; and there never was much familiarity between us; I never was in his private room but once, that I recollect; and I do not think he was ever in my room but once; there were no confidential relations between us, and very little social intercourse indeed; we agreed politically upon some matters, and upon others we differed just as widely.

By Mr. Ricaud:

Question. In this transaction in regard to the books did you actually receive the books, or did you receive money, in whole or in part, instead of the books?

Answer. I received money for a portion of the books. When I went for them I told General Cullom that I had already bought some of the same works—the Register of Debates and the Annals, and also the Congressional Globe and Appendix, and they were at my house in my library; and I proposed, if it suited him, that he should give me the money instead of those books of which I already had copies. He said it made no difference with him and he did not know as it would make any difference to any one else. He accordingly gave me the money instead of those books.

By Mr. Davis:

Question. To how much did the money you thus received amount?

Answer. I think to some five hundred and odd dollars.

Question. Did he pay you the full amount at the publisher's prices?

Answer. So far as I know, he did. I cannot recollect precisely the sum he paid me, though I can recollect within a few dollars. It was at the rate, I think, of five dollars a volume for the Annals and Register, and about six dollars a volume for the Congressional Globe and Appendix. That, I think, will bring the sum to pretty near, within a few dollars of what I received. I did not understand at the time that there was to be any discount, and I do not think there was any.

Question. You supposed you were receiving the publisher's prices?

Answer. Yes, sir. Since this investigation has been going on I have turned my attention to the matter, and have made a calculation, at the prices I have before named, which I understand to be the publisher's prices, in order to made out how much I received, and I think it comes to the amount Mr. Cullom paid me, between $530 and $560.

By Mr. Curry:

Question. Can you tell the exact amount you received?

Answer. I think it was between $530 and $560. I did not charge my mind with it, because I had no doubt at the time that I received the full amount they would amount to at the publisher's prices. I made no memorandum of it and paid no particular attention to it at the time. I remember that at the time some one in the chief clerk's office sat down and figured up the amount to which the books would come, and I supposed they were dealing honestly by me in the matter.

By the Chairman:

Question. Do you know who made this calculation?

Answer. I do not know as I knew him then; I supposed or knew him to be one of the employés in the office.

By Mr. Curry:

Question. Did you give to General Cullom a receipt for the money you received?

Answer. I suppose I gave him a receipt for the full amount of the books.

Question. Did you receipt for money or for books?

Answer. For books and not for the money. I want the committee to understand distinctly that it was because I had these books in my own library at home—and I have them yet—that I made this proposition to Mr. Cullom.

By the Chairman:

Question. Then this exchange was entirely for your own convenience?

Answer. Yes, sir; It was made at my request and for my own convenience entirely.

Question. Did you give General Cullom any benefit, advantage or profit, or promise him in any way or shape?

Answer. Not a cent's worth. There was no offer of a consideration

on my part and no asking any on his part. I supposed at the time that the transaction was all proper and fair, and I have no doubt that General Cullom thought it all right.

By Mr. Curry:

Question. Do you know of any other members who had similar transactions with him?

Answer. I do not, except from what I have seen in the papers.

D. S. WALBRIDGE.

FEBRUARY 26, 1858.

WILLIAM BAILY called and sworn.

By Mr. Curry:

Question. Did you hold any position under Mr. Cullom during the last Congress?

Answer. I did.

Question. What was it?

Answer. I was appointed a clerk in the map office, under the act of May 4, 1848.

Question. When were you appointed?

Answer. I think it was the 11th of February, 1856, or about that time.

Question. How long did you remain in his employment?

Answer. I remained in office up to the time of the election of the present clerk, or a few days after.

Question. Did you receive all your salary during the time you held that appointment?

Answer. I did not.

Question. State how much you did not receive, and why you did not receive it; and state also all the circumstances connected with it?

Answer. At the close of the first session of the 34th Congress I had made application through my friend, Mr. Knight, then a member of Congress, to General Cullom for leave of absence. Several of us met at the time at the room of General Cullom, and he informed us that he intended to grant us leave of absence upon our agreeing that our pay should cease during the time we should be absent, and our agreeing to sign the pay roll and endorse over the checks for our pay during that time to such persons as he should direct, on our return. Some four or five of us did make that agreement. I was absent until in December, near the commencement of the second session of the 34th Congress; when I returned here I signed the pay roll and endorsed the checks, according to agreement.

Question. Did you execute a receipt for the full amount of your salary the same as if you had been here?

Answer. I did.

Question. State specifically, if you can, the understanding or agreement made by you when you obtained this leave of absence?

Answer. General Cullom mentioned in the course of the conversation at that time, that he was very much pressed by persons asking employment under him, and gave us to understand that he intended

to put substitutes in our places while we were absent. He also mentioned that, as some of us were going out to engage in the political contests then going on, he did not think we should draw pay from the government while thus engaged. These are the only reasons I recollect of ever having got from General Cullom for stopping our pay during our leave of absence. I have never had any conversation upon the subject with him since then. I agreed to do as he requested at the time, and when I came back I performed my part of the agreement, and have made no inquiry about it since.

Question. Then your pay actually terminated at the time you obtained leave of absence?

Answer. I received my pay up to that time.

Question. Did you execute a receipt for the payment of your salary during the time you were absent?

Answer. I did.

Question. What was the amount?

Answer. About $450 I should think. My compensation was $1,800 a year; I signed the pay roll for September, October, and November, and also endorsed the check for the amount of salary that would be due for those months.

Question. Was it a condition upon which you obtained this leave of absence that you should sign the pay roll in full?

Answer. I so understood it; that is, that we were to sign the pay roll on our return. My understanding at the time was that other persons were to be employed in our places during our absence, and our pay was to go to them; that we were to sign the pay roll but they were to receive the remuneration.

Question. What special reasons were assigned why you should be required to give receipts for other persons?

Answer. I do not know of any special reasons other than those I have already stated. General Cullom said he was very much pressed by some of his friends to grant some outsiders some crumbs of his patronage, and, as I understood, he took that means to do so.

By the Chairman:

Question. Were you to be removed from office?

Answer. No, sir.

Question. Then the pay was to be drawn in your name, but in reality to be paid over to those who actually rendered the service?

Answer. Yes, sir. According to my recollection, during this conversation, which was a short one, I asked him if he considered us as removed from office, and he said that he did not.

By Mr. Davis:

Question. Who took your place?

Answer. I cannot say.

By Mr. Curry:

Question. Do you know whether or not other persons were employed?

Answer. I do not; I cannot testify that there was or was not any one employed in my place during my absence.

By Mr. Cullom:

Question. What other persons came into this agreement with you?

Answer. I can recollect better those from our own department than those out of it. Mr. Burnett, of Tennessee, Mr. Greenlease, of Missouri, and myself, from the map office, and I think Mr. Stanton, of Tennessee, and I am under the impression, but will not say positively, Mr. Acton, of New Jersey, were present at the same time.

Question. Were there other persons present in the room at the time this conversation took place?

Answer. There were.

Question. Was this upon the eve of my leaving here for Tennessee?

Answer. I think so; but I will not be positive.

Question. Did I not first announce to you, calling up those who had asked leave of absence for the purpose of going home to engage in the existing political contest, that I considered it incompatible with your duty to the government for you to engage in political contests while you held office and received pay under the government?

Answer. You did.

Question. Did I not say that while you were thus engaged I should consider you out of office?

Answer. I do not remember about that. The first thing I remember in relation to that, was my asking you the question whether you would consider us out of office while we should be absent.

Question. Did not some of those present, when I made that statement, speak up and ask me not to remove them, because it would be spoken of by letter writers, and would be used against them, and therefore they would prefer to do the other thing?

Answer. I do not recollect that I heard any conversation of that kind, further than some one—I do not recollect who—said that if this was to be considered a removal from office, it would get into the papers; that was about the time that I propounded the question to you myself.

Question. Did not some of them ask if it would not answer the same purpose to let them stand upon the pay-roll, and then let them assign their checks when they returned?

Answer. That might have been the case, but I do not recollect of hearing it.

By the Chairman:

Question. Who were the persons present, besides those you have named as having been concerned in this agreement?

Answer. Mr. Prentice, a clerk in the office; Mr. Wallach, Mr. Parker, and I think Mr. Gordon.

By Mr. Cullom:

Question. Do you not know that all those parties when they returned executed that arrangement freely, cheerfully, and without any sort of constraint?

Answer. I know of nothing to the contrary. I heard something about Mr. Acton, but I know nothing myself in regard to him.

Question. Do you know that at the end of that first session I ad-

vanced to all of you who were going away the extra compensation that I supposed had been voted to you by the House of Representatives?

Answer. I know that I got mine before I left.

Question. Do you know the fact that the treasurer refused to allow this extra compensation?

Answer. I know there was some delay or difficulty about it.

Question. Do you not know that it was not allowed until the law was passed at the next session?

Answer. I know that we did not receive any pay from December until the last of February, in order to make up for the extra compensation we had received.

Question. And when the law was passed making the appropriation for this extra compensation, did you not then receive the extra compensation and your salary together?

Answer. Yes, sir.

Question. Did I not dismiss Mr. Acton when he returned because he was not willing to pay me back the extra compensation I had advanced to him?

Answer. I remember that Mr. Acton was dismissed for some cause, and I heard the rumors in relation to it; but what the facts were, I do not know.

Question. Do you not remember that he published a card immediately after his dismissal in reference to that matter?

Answer. I understood that he did, but I never saw the card?

Question. Were you not summoned by Mr. Burnett to meet himself and others at my room, and join them in drawing up a certificate, as an act of justice to me, refuting the allegations made by Mr. Acton in his card?

Answer. In regard to that matter, I would say that Mr. Burnett came to me and stated that Mr. Acton had published a card denying that he was included in this agreement to have our pay suspended during our absence. I told Mr. Burnett that I was willing to sign any paper that might be drawn up stating that this agreement had been mutual upon the part of all who were present. There was no question that we did all agree to it.

Question. Did you ever go with Mr. Burnett to my room?

Answer. I did not.

Question. Did not Mr. Burnett, subsequent to his return and signing of his pay-roll, and transferring his draft in pursuance of this agreement, continue attached to me, according to all appearances, up to the time that I notified him of his dismissal?

Answer. He always professed to be your friend, and to be aware of your intentions in regard to us, and always assured me that we should get this pay; my remark was that I knew nothing more about the transaction than that I had been connected with himself and others in this agreement, and had fulfilled my part of it; and if there was anything to come to us afterwards, I supposed we should get it.

Question. Do you know that up to within a few days of his leaving here, he often spoke of me in every point of view, in the highest terms?

Answer. Yes, sir; he professed to be your warm personal friend.

Question. Did you not hear him urge those present at the time this agreement was made, to join him in refuting the charges made by Mr. Acton?

Answer. I do not remember as to that; he often mentioned it in the office; I said that I was willing to sign any paper that should embody a fair statement of the facts, and that I presumed that whenever General Cullom felt himself aggrieved he would make application himself; I thought the old gentleman rather officious, however, and did not encourage him at all.

Question. Did not Mr. Stanton, who had been anxious to join in a card replying to and denouncing the card of Mr. Acton, himself publish a card of the same tenor and effect as that of Mr. Acton?

Answer. I think I did read a card from Mr. Burnett; but I believe I never saw anything from Mr. Stanton; I had but a limited acquaintance with Mr. Stanton, and but little conversation with him upon this subject; I did meet him once at Brown's hotel one evening, and had a conversation with him, in which he undertook to assure me that this money would be paid to us, or something of the kind; he asked me whether I knew of there being any use or application made of it, and I said I did not.

Question. Do you know the fact that these drafts were sent back the day they were endorsed by you, and placed to the credit of the government?

Answer. I know nothing about them, after I put my name to mine; the first day after I arrived in this city on my return, I met you on the Avenue, as I was on my way to the Capitol; I went to the room of Mr. Ingram and signed the pay-roll and endorsed the check.

By the Chairman:

Question. Did you receive your pay for the time you were absent?

Answer. I received no pay for the months of September, October and November, 1856.

By Mr. Davis:

Question. To what did your salary for those months amount?

Answer. To $450.

By the Chairman:

Question. Do you know what became of that money?

Answer. I do not.

Question. To whom did you give the check or draft after you had endorsed it?

Answer. I left it upon the desk of Mr. Ingram, the chief clerk.

Question. Have you stated all the facts in connexion with this matter of leave of absence?

Answer. I believe I have; in regard to this paper to which General Cullom has referred, I will state to the committee that about the time the card was published by Mr. Burnett, of Tennessee, there was a paper drawn up by the gentlemen who were remaining here; it had been denied by some that they had agreed that their pay should be suspended during their absence; those of us who remained here thought

it nothing more than justice to General Cullom that that matter should be set right, for such an agreement had been made, and we considered it as not gentlemanly to deny it; General Cullom requested some of us to draw the paper up ourselves; I think I sent a rough draught in pencil of such a paper to him which I drew up; however, he drew up one himself and sent it to the office, which contained, in my opinion, pretty much what I have stated here, and I signed it; it set forth the fact that we had agreed to the suspension of our pay during our absence; in the pencil draft I sent him, I incorporated what I have stated here, and also that he had said that he would have to employ substitutes, as he was so much pressed by persons outside to give them some crumbs of his appointments; with the exception of that, I think the statement which he drew up, and which we signed, was pretty much as I have stated here.

Question. Aside and apart from this transaction, do you know of any fact that shows, or tends to show, any misfeasance, malfeasance, dereliction of duty, corruption, or official misconduct on the part of General Cullom as Clerk?

Answer. I do not; during the time I was employed under him I was employed at the Land Office, and the most of my time was spent there, though I did spend sometime about the Capitol, when my duties permitted; I was a great deal about his office and the office of chief clerk and other clerks, and also in the stationery room, Mr. Minnix being a personal friend of mine; and I never saw anything that induced me to think, for a moment, that there was any misconduct on the part of General Cullom.

Question. Did he ever ask anything of you in regard to your official duties that an honest man should not ask, or that an honest man would not assent to if asked?

Answer. He never did.

By Mr. Davis:

Question. You refer now to matters outside of this affair of leave of absence?

Answer. Yes, sir; I always cherished the kindest feelings towards General Cullom, and hope that he did towards me; he never approached me in any way that one gentleman might not approach another.

By the Chairman:

Question. Did this matter of leave of absence originate with you and other gentlemen, who desired to absent themselves from their office for a time?

Answer. Yes, sir; and I agreed to it willingly, under the representations of General Cullom; I think he remarked to me, during the struggle for Speaker of the 34th Congress, when another gentleman and myself were trying very urgently to get a place under him, that he would try to smuggle me in, in some way, but that he desired me never to speak about it in any way. In regard to this agreement, as nearly as I can recollect his language, he assigned but two reasons; one was that he was pressed very much by persons outside for some crumbs of his patronage, and he was taking this means to gratify

them; and the other was that he did not think it altogether proper that persons going out to engage in political contests should draw pay from the government.

By Mr. Davis:

Question. Did you consider yourself removed from office when you went away?

Answer. I did not.

Question. Did you return and enter upon the duties of your office?

Answer. I did, and remained here until sometime during last December. One reason why I did not consider myself as removed from office was that when this matter was mentioned of signing the pay-roll and endorsing our checks, I remarked that if we were removed from office, our signing the pay-roll and checks would amount to nothing.

By Mr. Curry:

Question. From whom did the suggestion first come as to obtaining leave of absence?

Answer. It was customary for us to ask leave of absence whenever we wanted it. The suggestion in regard to the stoppage of our pay came from General Cullom.

[General Cullom at this point laid before the committee the following card, which was published in the Evening Star, of Washington, D. C, March 28, 1857. It was read as follows:

"As we perceive that certain charges have been made by persons dismissed from office by General Cullom, Clerk of the House of Representatives, we, the undersigned, make the following statement, viz:

"Near the close of the first session of the thirty-fourth Congress we called at General Cullom's private rooms to take leave of him previous to his departure for Tennessee. After considerable conversation he remarked audibly to us all, that certain gentlemen, to wit: Messrs. Bailey, Burnett, Stanton, Acton, and Greenlease, (the last named gentleman wished leave to visit his friends,) wished to engage in the presidential canvass, and that it was incompatible with our engagements to do more than vote, according to our several inclinations; and that the above named persons, who were all present and taking part in the conversation, would consider themselves out of office until the meeting of the next session of Congress. Some person of the number remarked that, if they were dismissed, the letter-writers or newspapers would publish the matter before the country, and to avoid which it was suggested that their names should stand upon the pay-roll, and that, when they returned at the commencement of the next session, to sign the pay-roll, and endorse the checks for the same back to the Clerk, which arrangement was agreed upon by all interested. Upon which General Cullom remarked that if they all preferred that course, it attained the same end, and he would adopt it; and upon asking them if they all agreed to that arrangement, they answered in the affirmative. General Cullom left for Tennessee that evening, and Mr. Burnett was prominent in making the arrangement. All promptly,

heir return, carried out the agreement, and no complaint was from Messrs. Stanton or Burnett until we heard that the Clerk ıtified them that their services would be at an end at the close session. Indeed, Mr. Burnett dealt in praises of General Cul-) to that time.

ıe undersigned Messrs. Bailey and Geenlease were of the nnm- opped, but they have only carried out an express agreement, ady to do justice, and therefore make no complaint. We all ıing to have been present, give this statement free from party ıonal bias, as we are composed of both Whigs and Democrats; r motto is, 'Let justice be done.'

"RUFUS PRENTICE.
"A. R. PARKER.
"J. N. GORDON.
"C. P. WALLACH.
"WM. BAILY.
"J. C. GREENLEASE."]

witness here said: I would say, in regard to the statement in ırd, that General Cullom would consider as out of office until ɛeting of the next session of Congress those who should leave ; time, when this paper was brought to the office for our signa- I think that both Mr. Greenlease and myself objected to that ı of it. But Mr. Parker, who brought it, said that it amounted ıing any way, and I signed it thinking it made but little differ- I do not recollect now, and did not then recollect, any such ĸ by General Cullom. But I recollect distinctly that I asked ıl Cullom whether he considered it a removal, and he said he ɔt. I remarked aloud that if we were removed the signing of y-roll and checks would do no good; and it was agreed that our should be continued as employés.

By the Chairman:

stion. Then the idea was that you wanted to go out and engage Presidential campaign and matters aside and apart from the of your office?

wer. Yes, sir, that was the design.

stion. And General Cullom did not want you to draw your pay thus engaged?

wer. He did not.

stion. It seems that he did not desire to dismiss you, but engaged ervices after the canvass was over?

wer. Yes, sir. I had been somewhat engaged in politics; I had warm friend in Congress, Mr. Knight, and desired to go home nvass in his district.

stion. The pay was to continue in your name, and you were to ɔr it when you came back?

wer My understanding clearly was that others were to be ted in our places, and when we returned we were to draw it and ɔr it over to them.

By Mr. Ricaud:

Question. Were they to be regarded as temporary appointees?
Answer. Yes, sir, so I understood.

By Mr. Cullom:

Question. Was not the appointing temporary clerks during the absence of yourself and others the understanding at first, when I announced that you were to consider yourselves out of office until the commencement of the next session of Congress? and after the subsequent agreement that your names should continue on the pay roll, was it not impossible for me to appoint others?

Answer. There was very little conversation after that proposition was made and accepted.

Question. Was it not impossible for me to employ others after I agreed to let your names stand upon the pay roll?

Answer. I do not know about that.

By Mr. Curry.

Question. Your understanding, then, was that your pay was to go to others who were to be employed during your absence?

Answer. That was the first understanding or impression I received from what General Cullom said.

Question. Did you ever have any different understanding?

Answer. No, sir; I have always had but the one understanding about the matter, and I always considered that if the money was not used it was mine: but that matter I left with General Cullom.

By Mr. Cullom:

Question. Was not the conversation from which you inferred that I was going in this way to throw some crumbs of my appointment to others, before the agreement that your names should remain on the pay-roll?

Answer. I think it was during the first part of the conversation, as far as I can now remember.

Question. Did I say anything after that from which you could draw that inference, and was not the rest of the conversation in relation to the agreement that your names should continue upon the pay roll, and that you were to sign the roll and the checks when you returned?

Answer. The agreement was that we were to sign the pay roll and endorse the checks, but where the money was to go I did not know.

By Mr. Davis:

Question. Was this agreement promptly carried out by you on your return?

Answer. It was.

Question. Did you endorse the checks to the government, or how did you endorse them?

Answer. I endorsed them in blank upon the back, and left them with Mr. Cullom, or rather with his chief clerk.

WM. BAILY.

OHN TRETTLER, called and sworn.

By the Chairman:

uestion. What is your residence and occupation?
nswer. My residence is Washington, and my occupation that of
-binder.
uestion. Did you have any business transactions with Mr. Cullom,
le he was Clerk of the House of Representatives?
nswer. I had a contract to bind the reserved documents of the
Congress.
uestion. What was the amount of that contract?
nswer. From $75,000 to $80,000.
uestion. Have you fulfilled that contract?
nswer. It is not quite completed yet; there are two or three vol-
s now to be finished.
uestion. Have you been paid for the work you have done?
nswer. Not all of it.
uestion. Is the contract a continuing one?
nswer. It is; it comprises all the work of that class for the 34th
gress.

By Mr. Davis:

uestion. Have you been paid for all the work that you have com-
ed?
nswer. All of my bills have been paid except some that have been
ne Clerk's office for a month or two past.

By the Chairman:

uestion. How came you to get that contract?
nswer. I carried a letter of recommendation from Mayor Towers,
nel Seaton, and Colonel Force, to General Cullom.
uestion. Did you give General Cullom any margin, benefit, ad-
tage, or profit of any kind, or promise to give him any for that
ract?
nswer. Not a cent.
uestion. Has he received any benefit directly or indirectly, or is
o receive any, growing out of that contract?
nswer. Not a cent to my knowledge; none from me.

By Mr. Curry:

uestion. Did you make any agreement with any person in relation
his contract?
nswer. I did.
uestion. With whom?
nswer. Mr. Hugh Tyler. I wanted the work, and as I supposed
he had some influence with the Clerk, I offered him a percentage
et the contract for me.
uestion. How much did you agree to give him?
nswer. Twenty-five per cent. on the whole contract.
uestion. What were the precise terms of your agreement?

Answer. I agreed to give him 25 per cent., if he would get me the contract.

Question. Who made the application to Mr. Cullom; you or Mr. Tyler?

Answer. I made it first, and then went to Mr. Tyler and agreed to give him the percentage if he would secure it for me.

Question. Was this application to Mr. Tyler subsequent to your first interview with Mr. Cullom?

Answer. It was.

By Mr. Davis:

Question. Did Mr. Cullom refer you to Mr. Tyler?

Answer. No, sir.

Question. How came you to apply to Mr. Tyler?

Answer. He was security for Mr. Cullom, and I supposed that he had influence with him.

Question. What did Mr. Cullom say when you came to him to complete the contract?

Answer. I do not recollect.

Question. What did he say when you first applied?

Answer. I do not recollect.

Question. Did he say you could have it?

Answer. He gave me no direct answer at the time; and as I was very anxious to get it, I went to Mr. Tyler that day or the day after.

Question. Did Mr. Tyler accept your offer?

Answer. Yes, sir.

Question. Did you make this arrangement with Mr. Tyler at your first interview with him?

Answer. No, sir; it was at the second, I think.

Question. Was Mr. Tyler the agent of the Clerk?

Answer. Not that I know of. I went to him as I understood he was security for the Clerk, and I supposed he had influence with him.

By Mr. Curry:

Question. Did the proposition come from you or from Mr. Tyler?

Answer. I made him the offer myself.

Question. Has that agreement been carried out between you and Mr. Tyler?

Answer. It was up to some three or four months ago, when he said that as he wanted to go away, if I would give him $1,500 down then he would release me from any further obligation.

By Mr. Davis:

Question. How much did you pay him altogether for his influence?

Answer. I think he got something over $12,000.

By Mr. Curry:

Question. Was your agreement to pay him this bonus if he would secure you this contract?

Answer. It was.

er. No, sir; nor did I speak of it to him. He directed one of
:s to make out the bonds which I had to sign, and after that
:nced the work. I am satisfied that I never said a word to
lom about the arrangement with Mr. Tyler. I do not know
ever knew there was any such arrangement.
ion. Then you made the contract with Mr. Tyler, and Mr
ratified it by entering into writings to give you this binding?
er. I got the binding from Mr. Cullom.

By the Chairman:

ion. Did Mr. Cullom know anything about your arrangement
. Tyler?
er. Not that I am aware of.
ion. Was the giving you this binding by Mr. Cullom con-
n any way with this outside arrangement between you and
er?
er. Not to my knowledge.

By Mr. Curry:

ion. Was it after Mr. Tyler told you that he had got the con-
you that you went to Mr. Cullom and entered into bonds?
er. It was.
ion. Was there any additional compensation or percentage
you by Congress to pay for this binding?
er. I believe not; I never received any.
ion. Was it not your understanding that this additional com-
n was voted to you?
er. No, sir. There was something said at one time about an
al twenty per cent. upon the binding. Mrs. Sergeant's fore-
r. Charles Lemon, told me something to that effect, I think.
ion. If there was any extra compensation voted by Congress
ever receive it?
er. No, sir; unless it was for the Congressional Globe, some

Answer. Yes, sir.

Question. By whom?

Answer. By Mr. John C. Rives, in relation to the Congressional Globe.

Question. To what extent?

Answer. It was for the Globe for the first session of the 34th Congress.

Question. Did you make that certificate?

Answer. I did.

Question. Do you know of money being drawn from the Clerk's office upon that certificate?

Answer. I do not. Mr. Rives said his object was to get the money. He said I should have the sheets in eight or ten days, as he was only waiting to have the index completed.

Question. Were the sheets then printed?

Answer. All but the index.

Question. How long after you gave the certificate was it before you received the complete work ready for binding?

Answer. I think the last was received some four months or more, amounting to about three-fourths of the whole.

Question. Was the certificate that you gave to Mr. Rives dated upon the day it was given?

Answer. I think it was, but I do not recollect. I had done the same thing before, but had not then been kept out of the work for so long a time after I did so.

Question. Did General Cullom ever go to you to inquire why the books were not delivered?

Answer. I do not know. I think that he mentioned several times that he was waiting for the Globe.

By Mr. Cullom:

Question. Did you not learn that members were complaining about their books not being delivered to them; and did you not excuse yourself upon the ground that you had not yet received them?

Answer. Yes, sir.

By the Chairman:

Question. Do you know whether the money was drawn by Mr. Rives upon this certificate?

Answer. I do not know it. I suppose that he drew it, as he said he wanted the money.

Question. Do you know whether General Cullom was aware that these sheets were not delivered to you?

Answer. I do not. I had no reason to suppose that he knew whether they were delivered or not.

By Mr. Curry:

Question. How were you to pay Mr. Tyler the percentage you agreed to give him?

Answer. Out of the proceeds of the contract.

Question. Did you so pay him?

Answer. I did.

Question. Did Mr. Tyler ever inform you that some twenty or thirty r cent. or some extra compensation had been voted by Congress?
Answer. I do not think he did.
Question. Did you never so state to any person?
Answer. I think he did mention once that the committee agreed to low some twenty per cent. extra. I first heard it, I think, from Mr. mon, Mrs. Sergeant's foreman, and I might then have mentioned it Mr. Tyler.

By Mr. Davis:

Question. Did you take the letters of Colonel Force and others to r. Cullom?
Answer. I did.
Question. Did you have an interview with him at the time you pre- nted those letters?
Answer. Yes, sir.
Question. Did you state to him at what price you would take the ntract?
Answer. No, sir; the price is fixed by law, and I got the same ice that has been paid for many years past; at least I got nothing ore.
Question. Did this bonus of 25 per cent. go to Mr. Tyler out of the ice fixed by law?
Answer. Yes, sir.

By Mr. Cullom:

Question. Had Mr. Towers, then mayor of this city, and other in- ential men here, been to see me, at your instance, before you brought se recommendations to me?
Answer. They had.
Question. Were you a binder here, and had you been engaged re- larly in the business, and had you done work before for Congress?
Answer. Yes, sir.
Question. Was the mayor of the city active in importuning me to e you this work before you spoke to me about it?
Answer. I think so; he said he would do so, and also told me that had done so.
Question. When you brought me those letters did I not tell you t I would look into the matter, examine your recommendations, see if I could properly give the contract to you?
nswer. I do not recollect what the conversation was.
uestion. Did you leave the letters with me to be examined by me?
nswer. I did.
uestion. Do you know the fact that Mr. Buck, one of my clerks, mmended you to me as one of the best binders in the city?
nswer. Yes, sir, he did.
uestion. When you presented those letters did not Mr. Buck, at time, endorse you as one of the best binders who had ever done House binding?
nswer. I think so; I am not certain about all that transpired at time.
uestion. Do you remember of his bringing you in, and introdu-

cing you to me, and speaking of your having done the House bi
in a satisfactory manner?

Answer. I think he did.

Question. Were those recommendations that you brought m
the first citizens here?

Answer. I considered them so; I said at the time that if y
quired more names I could get them, but you seemed to be sat

Question. Do you not know that while those letters were wi
many citizens of this place, influential men, came to me and
me to give you this contract?

Answer. They said they would do so, and I have no doubt th

Question. Did you ever mention to me your arrangement wit
Tyler?

Answer. I never did.

Question. Did I ever demand a dollar from you on that score

Answer. No, sir; you never received a cent upon that accou
I know of.

Question. Did my chief clerk pay all your bills that wer
during my administration?

Answer. Yes, sir.

Question. How many personal interviews do you suppose w
had during the last twelve or eighteen months, since you receiv
contract?

Answer. I do not recollect of having been in your office mor
three or four times during the last two years, and that soon
received this contract.

Question. Have we often met for the last year or fifteen mon

Answer. No, sir; but once or twice, on the avenue, somewl
the neighborhood of Brown's.

Question. If you have avoided seeing me, and never would
except upon necessary business and at our accidental meeting
the avenue, state for what reason and at whose instance you d

Answer. Mr. Tyler seemed to be anxious that I should no
with you.

Question. Have I not called at your office, and sent to you
edly, and you declined seeing me?

Answer. That is true; I kept out of your way, as Mr. Tyler
to be anxious that I should, and I considered him a sort of p
with me in the affair.

Question. Were you not embarrassed in your financial affai
much by reason of not receiving the sheets for which you certi
Mr. Rives?

Answer. I was.

Question. Did not the notes which you gave for the materi
bought on the strength of soon receiving those sheets mature
you did receive them?

Answer. They did.

Question. Did you raise the money for them through Mr.

Answer. I did; a great deal of it.

Question. Did you and he have a sort of partnership in this
and he accommodated you, but advised you to keep out of my

Answer. That is so.
Question. And when I called at your place to see you, or left word t I wanted to see you, was it his request that you would not see ?
Answer. It was at his request. I do not think he served me right a partner, for he charged me two per cent. a month for the money loaned me.

By Mr. Davis:

Question. At what time did you regard Mr. Tyler as a partner?
Answer. After he got this contract for me; or after I supposed it s obtained through his influence.
Question. Who first told you that Mr. Tyler had influence with Mr. llom?
Answer. I heard that he was one of the Clerk's sureties; I do not ollect who told me.
Question. Did Tyler tell you that he was the agent of Mr. Cullom, state how it was that he had influence with him?
Answer. I do not think he did; I think I said to him that I under- od that he had some influence with Mr. Cullom, and, as I had plied for this work, I was willing to give him a percentage if he uld get it for me, and offered to give him 25 per cent.

By Mr. Curry:

Question. Did Tyler tell you that he could secure the contract for u?
Answer. I do not think he told me so?

By the Chairman:

Question. Were you to give him this twenty-five per cent. after u got the contract?
Answer. Yes, sir; that was the agreement, and it was changed ly at his request, some months ago, as I have stated.

By Mr. Ricaud:

Question. How long have you been engaged in doing the public ding?
Answer. For twenty-five years, off and on.
Question. Have you generally had partners in your contracts?
Answer. I have had twice. I was engaged in the muslin binding the House during the last Congress, and it came to me third- ded.
Question. Did you have the same kind of partners as Tyler was; if so, what percentage did you have to pay?
nswer. A Mr. Williams got the appointment of binder from the mittee of the House, and the late Mr. Farnham of this city got it im, by paying him twenty per cent. upon his contract. Mr. ıham came to me with it, and I agreed to do the work for one- of the profits left, after deducting this twenty per cent., and I then eeded to fit up my shop, and did the work.

By the Chairman:

Question. How much were the profits?

Answer. Mr. Williams, I think, made something like $33,000 clear, for his share.

JOHN TRETLER.

FRANCIS LAMB called and sworn.

By the Chairman:

Question. What is your place of residence, and your occupation?

Answer. My residence is Washington city, and my business that of looking-glass dealer.

Question. Did you ever have any transactions with Mr. Cullom, late Clerk?

Answer. No, sir.

Question. Did you ever furnish any goods, wares, or merchandise that were used under the direction or supervision of the late Clerk in in any way?

Answer. I furnished some mirrors for the House of Representatives.

Question. To whom did you furnish them?

Answer. To Mr. John D. Thomson.

Question. What mirrors did you furnish?

Answer. Some in the lower committee rooms in the new Hall of the House.

By Mr. Davis:

Question. How many were there?

Answer. I do not recollect exactly how many there were; I think some seven or eight.

Question. What amount were you paid for them?

Answer. I cannot say exactly, as I have not the bill with me; but I think the whole bill amounted to something like $1,600.

By the Chairman:

Question. Did Mr. Thomson pay you for them?

Answer. He did a short time after they were delivered, perhaps two or three weeks after.

Question. Did he contract with you and agree upon the character of the work and the price, before you delivered them?

Answer. He gave me an order to prepare them as low as I could, but there was no price agreed upon.

By Mr. Davis:

Question. Can you tell the price for each one of these mirrors?

Answer. I cannot, but I think the whole bill was some $1,600.

Question. Did you furnish them at your usual prices?

Answer. I did.

Question. Was there any understanding between you that Mr. Thomson should receive any margin or benefit from the contract?

Answer. Nothing of the kind.

Question. Can you produce the bill at our next meeting? If so, ou will please do so?

Answer. I can give you a copy of the account from my books.

By the Chairman:

Question. What is Mr. Thomson's occupation?

Answer. His business is that of upholstering.

Question. How does he stand here in respect to his qualifications or his business?

Answer. His standing in that respect is very good.

Question. Are you and Mr. Thomson mechanics in different lines of business in this city?

Answer. Yes, sir.

Question. How does Mr. Thomson stand among those who know him, as a correct and fair business man, and one upright and honest in his dealings?

Answer. I have always found him correct in all the business I have ever had with him; and we have had dealings together for several years.

By Mr. Cullom:

Question. Is he considered a skillful man in his line of business?

Answer. I have always heard him spoken of as being so.

FRANCIS LAMB.

MARCH 1, 1858.

ELISHA WHITTLESEY, recalled.

I have some suggestions to make to the committee in regard to my testimony the other day, as it was written out by the reporter:

On page 156 in lines 3 and 4, in the question propounded by the Hon. Mr. Ricaud, I respectfully suggest that the word "countersigned" be struck out and that the word "certified" be substituted, also that the words "to the Secretary of the Treasury" be added, so that the question would then read—

"Was that the only instance when the requisition of the clerk was not certified by you to the Secretary of the Treasury?"

The Comptroller does not countersign a requisition.

By the Chairman:

As Mr. Ricaud is not now present, it would be well not to make the change in the language of the question. Your statement can be incorporated in your testimony of to-day.

By the Witness:

On page 172, the Chairman, as it appears, propounded to me the following question:

Question. "Has this book business been investigated at the treasury with reference to any malpractice or misfeasance, upon the part of Mr. Cullom?"

The question was not so understood by me. My understanding was that the Chairman propounded a question in regard to the book business prior to the act of March 3, 1857, to elicit information of the

nvestigations at the treasury in reference to malpractice or misfeas-
nce, if any had existed before that time, either in Mr. Cullom, or in
iis predecessors; and therefore my answer in that view was—

Answer. "So far as respects myself, as an officer, it was a thing
iot known to me, that there was any malfeasance of duty upon the
art of Mr. Cullom, in this matter, or on the part of his predecessors.
might have heard of it in a casual way, but I did not so far confide
n it as to think it necessary to make an investigation."

The next sentence of the answer must have been in reply to a ques-
ion not put down, or elicited by some conversation, as it is not per-
inent to the question as I understood it. That sentence is—

"I cannot tell, except from report, what investigations have been
nade since I left the office."

The next sentence, which closes the answer, must have been in
eply to another question. It is as follows: "It would have been
he duty of my successor in the Comptroller's Office to have made the
nvestigation."

By the Chairman:

Question. So far as my recollection goes, that is the question that I
sked, and it appears to me that the answer is an appropriate one. At
ll events it gives the information desired, so far as you were able to
ive it.

The witness resuming, said:

I have also addressed a communication to the committee as follows:

WASHINGTON, *February* 26, 1858.

GENTLEMEN: Being asked if Congress had not paid the employés the
laims I rejected, (page 160) my answer was in the affirmative. And
s an act of justice to myself and to the Department of the Treasury,
he indulgence is asked to explain, because, as the record now stands,
he inference is that my decisions were disapproved by Congress,
whereas I contend they were not. Those interested, or some of them,
admit, together with some members of the House, have entertained
he opinion that my views were not correct. By the 2d section of the
ct of Congress of August 31, 1852, vol. 10, at page 97, it is provided
'That the clerks, messengers, watchmen, and laborers employed at
n annual salary, or in temporary positions, in the executive and legis-
ative departments of the government, in the city of Washington,
whose annual compensation does not exceed twelve hundred dollars,
hall, in addition thereto, be allowed an increased compensation of
wenty per cent.; all whose compensation shall exceed twelve hundred
ollars and shall be less than sixteen hundred dollars, shall receive
n additional compensation of ten per cent. upon the amount of their
alaries," &c.

The question arose as to the restrictive words, "in the executive and
egislative departments of the government in the city of Washington,"
which I endeavored to answer by a decision, dated October —, 185-,
nd I respectfully submit that a copy of it is necessary to a correct
nderstanding of what it contains. As a matter of justice, I had no

oubt, at the time, that other persons were equally entitled to the twenty er cent. on the compensation they were receiving; but not having quity jurisdiction in the matter, my opinion was that I was not authorized to allow claims of certain applicants mentioned in the decision.

The 2d section of the act of April 22, 1854, vol. 10, page 276, enarges the list, specifically, of those who were to receive twenty per ent., and closes with the following words: "and that the provisions f the 2d section of the act of August 31, 1852, making appropriations for the civil and diplomatic expenses of the government for he year ending the 30th of June, 1853, &c. be, and is hereby extended to such persons herein enumerated, who were in employment luring the fiscal year, and were excluded from the benefit of said act by the decision of the Comptroller of the Treasury."

At the time, I deemed that the clause I have copied was, in the opinion of Congress, necessary to correct imperfect legislation.

President Fillmore sent for a copy of said decision, and having read it, was satisfied of its correctness as to those excluded by it, at the President's house, as I understood from him.

Having declined to participate, as Comptroller, in advancing money in 1856, in violation of the construction put upon the joint resolution of July 20, 1854, Congress by an act, approved on the 3d of March, 1857, section 2, directed that extra compensation, given by each of the two houses, in the year 1856, to its officers and employés, be paid; but stated expressly that the direction should not be so construed as to repeal the joint resolution of the 20th of July, 1854. From that resolution, the inference is, in my opinion, that the decision made by me is correct. Pamphlet laws, 3d session of the 34th Congress, pages 242 and 243.

Most sincerely,

ELISHA WHITTLESEY.

Hon. HORACE MAYNARD,
Chairman, and others of Committee.

By Mr. Cullom:

I understood you to say the other day, in answer to a question asked 'ou, that you had never heard the report that former clerks were in he habit of purchasing books from members. I would ask the Clerk to ead that portion of the testimony?

[The testimony was read as follows:

Question. Had there been, previous to General Cullom's time, any mputation or suspicion of improper practices in regard to these book ransactions?

Answer. No, sir. I do not know that I ever heard of any thing f the mode of transaction that was afterwards said to exist, until fter Mr. Cullom came here. In my letter I refer to former transactions. These suspicions and rumors may have extended back, ut I was not informed of them at the time. I did say that representations had been made to me that such and such had been the practice. ut I wish the committee to understand me as saying that I had no spicion or knowledge formerly that these practices existed. The eports may have extended back beyond Mr. Cullom's time, but they

did not come to my knowledge until after this controversy took place, or about the time it took place.]

Question. I wish to ask you now if you did not, in your letter of March 21, 1857, which you left on file in the department, in answer to my first requisition under the book resolution, distinctly state, and reiterate more than once, that these reports were rife that heretofore such had been the practice?

Answer. The letter is on file, and is an answer to the question. It is not at all at variance, as I understand it, with what I have stated in my testimony.

Question. I will read from your letter the passage to which I refer. It is as follows:

"To place the books so purchased in a public library, in the district of the member or delegate, to be designated by him, so that the people so represented should have the benefit of the expenditure of the money, and not the representative or delegate to the exclusion of his constituents. An abuse had existed which Congress determined to correct."

Now you aver, as I understand it, that Congress determined to correct this abuse by means of this very legislative act which you were then construing. Why is it that you are enabled to state in your testimony, in reference to this matter, that you had never heard this report until the coming of my administration?

Witness. If I am to be catechised by Mr. Cullom, I want to know how far this catechism is to extend.

Mr. Cullom. I hope you will have no feeling in regard to this matter.

Witness. I have no feeling at all. I only have a proper regard for my own dignity and respect. I am willing to answer all questions that are pertinent.

Mr. Cullom. I have no desire to ask any question that is not proper.

Witness. I will answer in this way. When this requisition was presented, the matter was then investigated, and I then did learn that this practice had existed before; that there had been an abuse, and this act of the 3d March, 1857, I believe it was that portion of the act in regard to the books, was intended, as I supposed, to correct an abuse which Congress had known before, but which did not come to my knowledge until the time this requisition was presented to me. That is what I intended to say, and that is what I suppose the letter would indicate, that this abuse had existed; that I supposed Congress intended to correct this abuse, but that I did not know of its existence at the time the accounts of the former clerks were being settled; that it never had entered into my mind that there was any thing of the kind; that there was any such combination between the Clerk and members of Congress.

By Mr. Horton:

I would suggest that all such questions as Mr. Cullom proposes to have answered by witness should be put by the Chairman.

By Mr. Cullom:

I have no objection to that, and I will say here that I desire to have nother question put to the witness in regard to another portion of his tter, in reference to this same subject. The letter reads:

"It is averred by gentlemen of high responsibility, and I believe it be true, that heretofore it has, to some considerable extent, been e practice for the Clerk to purchase the rights of members who have en entitled to books, and not to purchase books as contemplated; e prices of the publishers being ascertained, the Clerk has given the embers a part of that price; that they have given receipts for books, hich has enabled the Clerk to charge the United States the full value the books to be so distributed, and the money has been divided tween the Clerk and the members so combining with the Clerk, in ch proportions as they have agreed upon. In this way the pub-hers have been defrauded; as their books, published at heavy ex-nses, have remained on hand; the treasury has been defrauded of e amount retained by the Clerk, and the people have been defrauded withholding the information the books were designed to disseminate."

I want the witness to state how he reconciles his testimony with this atement in his letter.

By the Chairman:

Question. You have heard the portion of your letter that has been ad. The question I am requested to propound to you is this: Is ere any inconsistency between this portion of your letter and the atement you made in your testimony the other day; and if so, how you reconcile it?

Answer. I do not consider myself that there is any inconsistency at l. The question, as I understood it, had reference to what had been e practice, and the impression seemed to be that I had here taken on myself to decide differently in Mr. Cullom's case than I had fore decided. What I intended to say was, that those practices, hich it was now reported had existed before this time, were not own to me then, but they came to my knowledge during the in-stigation upon the requisition, which was after the passage of the t of March 3, 1857. I undertook, in my testimony, to explain the anner in which these accounts had been presented, as there had en no accounts at all in which these practices could have come my knowledge. The member gives a receipt for so many books, signating the books, the publishing prices for which are established d known. When the accounts containing these receipts are pre-nted, there is the evidence that so many books had been delivered, d it was supposed that the Clerk had paid out the whole amount purchasing these books that were received by the members. I, erefore, had not the opportunity or the means of knowing that there s any fraud in the matter; but that came to my knowledge after the ssage of the act of March 3, 1857.

Question. After the fact that such practice had prevailed came to ur knowledge, were any of the accounts of former clerks reopened the treasury, or any efforts made to investigate such supposed aud?

Answer. They could not be reopened by any process that I know of. They could no more be reopened than the judgment of a court could be reopened.

By Mr. Cullom:

I desire to have the witness answer another question. He stated in his testimony that the requisition for $50,000 was evidently a fraudulent one. Subsequently a requisition was shown for $20,000, and another for $6,000, both of which were refused. Were they refused on the ground that they were fraudulent; and if so, did they contain any evidence of fraud in and of themselves? I would like to have the Chairman propound that question to the witness.

By the Chairman:

Question. You have heard the question which I have been requested to ask you; you will please answer it?

Answer. I do not admit that I testified the other day that the requisition for $50,000 appeared on its face to be fraudulent. If I testified to anything of that kind I desire to have it explained.

Question. I am also asked to propound to you the following question: When the requisition for $10,000 was sent to the treasury by Mr. Cullom, did you send him a warrant for $23,000 without any further requisition?

Answer. The papers which have been sent from the Treasury Department upon the call of this committee contain the history of the transaction in relation to the requisition for $10,000. A resolution had been passed by the House of Representatives giving to certain employés a certain extra compensation. The language of that resolution, it was claimed, as I understood, embraced the officers of the House. They had received compensation under the resolution of 20th of July, 1854. Mr. Cullom sent down a requisition for $10,000. My belief was that when he got that $10,000, instead of paying it over to the persons authorized to receive it, as I construed the law, he would make use of it for himself and the officers of the House who were excluded by the resolution of July 20, 1854. I declined to to make the advance for that purpose. The papers will show the whole transaction. There were a set of boys, pages, and laborers, and individuals who were entitled to this compensation under the resolution. I did not consider that Mr. Cullom had made any requisition for their pay. The mothers and fathers were coming to the office and pleading in behalf of these employés. I had a conversation, and I think the papers here will show that I had some correspondence, with Mr. Guthrie upon that subject, and my advice was to advance the money to the amount that was necessary to pay these persons according to the usual extra compensation, as they were entitled to it, not having been benefitted by the resolution of July 20, 1854. I admitted that, so far as respects either House, they had an undoubted right over their contingent fund, when it was not against law. But the resolution of 1854 said expressly that whoever was benefitted by that resolution adding twenty per cent. to their compensation should not afterwards be entitled to the usual extra com-

ensation. But that did not include all of these laborers, pages, and thers who were here in the House who had not received the benefit f the resolution of July 20, 1854. But there was another resolution assed afterwards that included them, and they were therefore paid. Iy opinion was that the Secretary of the Treasury had the power to e that these persons were paid, notwithstanding Mr. Cullom did not ake a requisition for it. I am not certain but what there was a equisition; my mind upon that point is not entirely distinct. You ill find upon the margin of one of the papers here that I mentioned hat that requisition had not been found. But I think it will be ound from the correspondence that the weight of the testimony goes o show that there was not a requisition for the $23,000. I was exeedingly solicitous that these persons should be paid. I wanted to ave every one paid who was entitled to be paid; but I did not want ny one paid who was not entitled to be paid. There was some correspondence between the Comptroller's office and the Clerk's office, in rder to decide upon those who were entitled to pay. I sent a list of ames to the Clerk's office, and a draft was drawn for $23,900 and ome odd, I think; and, in a letter written to the Clerk, it was irected that they should pay none other than those upon that list. 'he list was made out, and the amount to be paid to each one was ut down upon the list. That is the reason that I did not approve he first requisition for $10,000. My belief was that the Clerk inended to pay from that amount himself and other officers of the louse, whom I did not consider to be entitled to pay. I thought hat if he had intended to pay the laborers and employés who had ot received the benefit of the resolution of July 20, 1854, he would ave drawn his requisition for more than $10,000, for that amount ould not have paid them. When I ascertained the amount that ould pay those persons who had not received the benefit of the reso- ution of July 20, 1854, I was anxious that they should be paid, and ey were paid. The correspondence and the list will show that.

Question. Was that requisition for $10,000 a general one or a ecific one?

Answer. I do not recollect. I think it was a general requisition. hat requisition is, I presume, among these papers here, unless it as returned to Mr. Cullom. If he presented a requisition and then ithdrew it, I would suggest that it would perhaps be better to have laid before the committee.

Question. What was the reason that you did not honor the requi- tion for $10,000, but did transmit a draft for $23,000 without a quisition; was it because you supposed that the Clerk was guilty an intentional dereliction of duty, intended to commit a fraud on the treasury, and if he got this $10,000, his object was to mis- propriate it.

Answer. I do not think that inference can be drawn from my testi- ony; I stated the fact, so far as respects Mr. Cullom, he might have pposed that he was entitled to that compensation; he therefore ight not have intended to have committed a fraud; but I supposed self that there would be a fraud; whatever his intentions might ve been, whether good or bad, I believed he was not included in

that resolution; I merely state the fact, and do not wish to be understood that I inferred he intended to commit what he knew would be a fraud.

By Mr. Cullom:

In reference to that requisition, I want the witness to endeavor to refresh his recollection, and state if he did not correspond with my chief clerk, and state that he had lost the original requisition, and ask that a copy be sent to him.

By the Chairman:

Question. You have heard the question; you will please answer it as if I had asked it?

Answer. I did not say that I had lost the requisition; I might have said that it had been mislaid; but I do not admit that I ever lost papers; but the correspondence will include the whole transaction.

Question. Could Mr. Cullom draw more than, with what he had on hand, would make an amount of $20,000, the amount of his bond? I speak in regard to the contingent fund of the House, to be applied to any specific purpose; could Mr. Cullom be allowed to have on hand more than $20,000, the amount of his bond?

Answer. I should say he could not, if the advance imposed a liability upon his bondsmen.

Question. Do you know whether at the time he drew this requisition for $10,000, he had or had not in his possession the further sum of $10,000?

Answer. I know this fact, that his requisition was not rejected because it was supposed his bond did not cover it.

Question. That is not an answer to my question; the question is, whether it was not a fact that he had $10,000 on hand, and therefore that might have been the reason that he did not draw his requisition for more than $10,000?

Answer. I do not know how that was; but I can say this, that he assigned no such reason during the whole of that transaction.

Question. The requisition being a general one in its character, would Mr. Cullom have the right to apply the amount called for to the general purpose of paying those entitled to receive pay? or would he be further obliged to specify those to whom the money was to be paid?

Answer. I suppose that the proper course of proceeding would have been to designate the particular object of the requisition. The resolution refers to an appropriation made under a particular law, and then Mr. Cullom might have applied it for the purpose of paying these employés; but I would say that so far as regards this whole matter, this correspondence will show the whole of it, everything that took place in relation to it; that requisition for $10,000 was supposed to apply to the payment of the officers of the House.

Question. Supposed by whom?

Answer. I should think by Mr. Cullom, and the department; by every one who had anything to do with it; the only issue that was made up was, is he entitled as an officer of the House, and are others

icers of the House entitled to this twenty per cent. upon their ensation from this requisition of $10,000 ; that was the only issue there was.

estion. Did not that general question involve a great deal of conrsy between you and the Clerk of the House, and afterwards be- ı you and the Committee of Ways and Means of the House of esentatives?

ıswer. These papers will show all the correspondence that took

ıestion. Are not requisitions always of a general character, re- ıg to the law under which they are made? And is the specific o be made of the money ever put in the requisition?

ıswer. I cannot say but that there may be cases of that kind; I ld think that under a general resolution of this kind Mr. Cullom ıt to have specified whether it was for this set of officers or that f officers.

ıestion. Are requisitions ever drawn upon the treasury by the k, say for so much money, under such a law, to pay A, so much; ɔ much, &c? Or, are they drawn *in solido*, for such an amount, ɛr such a resolution or such a law, and then the specification of ıse made of the money is set forth by the Clerk in his accounts?

nswer. If the law directs Mr. Cullom, as Clerk of the House of resentatives to pay A, so much; B, so much; C, so much, &c., ı the requisition should be as specific as the law; if the law was to the employés of the House so much, then the requisition would be eneral as the law itself.

By Mr. Cullom:

he witness stated, in a letter in reference to my requisition for ,000, that I had made a requisition to pay the second and not the ; class. I would like to have the witness state upon what evidence, ther of record or parol, he predicated that statement in his letter.

By the Chairman:

)uestion. You will answer the question as to that fact.

ınswer. That was the understanding in all of our correspondence eference to that transaction. In regard to the language of that ıisition, if Mr. Cullom has it in his possession, I wish he would it before the committee. It was the understanding at the office t the requisition for the $10,000 was to pay officers of the House, ɔm the department supposed were excluded under the resolution of y 20, 1854.

A copy of the requisition marked "B No. 12," and sent from the asury Department among the papers called for by the committee, ı then read as follows:]

OFFICE OF CLERK OF THE HOUSE OF REPRESENTATIVES U. S.,
August 29, 1856.

IR: Please cause a treasury warrant to be issued in favor of Wm. lom, Clerk of the House of Representatives of the United States, $10,000, to be charged to the following appropriations in an act

making appropriations for certain civil expenses of the government for the year ending the 30th of June, 1857, viz:

"To enable the Clerk of the House of Representatives to pay the additional compensation to its employés and others authorized by the resolution of the House of Representatives, August 15, 1856."

Respectfully,

WM. CULLOM,
Clerk of House of Representatives U. S.

Hon. JAMES GUTHRIE,
Secretary of the Treasury U. S.]

Witness (resuming) said: This paper seems to be general. It does not designate that it was to pay the officers of the House, but that was the understanding, and there was no issue made upon any other point.

By the Chairman:

Question. Is this requisition drawn in the usual form?

Answer. Under a general provision of that kind, that I think is the form. Requisitions vary according to the terms of the law. They are intended to be applicable to the language of the law itself

Question. Is not the language of the law copied in this requisition?

Answer. I should think so. The law itself, however, will determine that point.

Question. Was there any letter from Mr. Cullom stating to what particular use he intended to apply the $10,000 asked for, or did he ever make any actual statement to you in regard to it?

Answer. I should think there was no letter to that effect. These papers, however, will show whether there was or not. I never had any conversation with Mr. Cullom upon the subject. I will say now, as I have said before, that the understanding, as I supposed on all sides, was that this $10,000 was to be drawn for the purpose of paying the officers of the House who had been benefitted by the resolution of July 20, 1854. There was no issue between the office and Mr. Cullom upon any other question than that. The understanding, according to my recollection, was that it was not to pay the others, but only the officers of the House.

[Mr. Cullom asked to have the following letter read:]

TREASURY DEPARTMENT,
Comptroller's Office, April 1, 1857.

SIR: The following resolution was adopted by the House of Representatives:

"In the House of Representatives, March 2, 1857:

"*Resolved*, That there be paid out of the contingent fund of the House, a like amount of additional compensation to the same officers, clerks, messengers, and other employés of the House and others, as was directed to be paid at the first session of the present Congress by the resolution of the House of August 15, 1856."

The Hon. William Cullom, Clerk of the House of Representatives,

le a requisition upon the department for money to pay those
reto by virtue of the said resolution.
ing, Doorkeeper of the House of Representatives, has given
ates, and the like number of lists of names, stating that
persons were employed during the 3d session of the 34th
the capacities he designates, and that they are entitled to
of said resolution:

contains the names of 14 pages	14
contains the names of 13 folders	13
contains the names of 22 private folders	22
contains the names of 3 laborers	3
ole number	52

asses of employés were paid the usual extra compensation,
resolution of the House of Representatives of August 15,
I see no objection to paying them under the resolution of
857.

. Evans and Mr. John F. Sharretts, in their letter addressed
he 28th ultimo, which was referred to this office, say:
e informed that not one of the persons named in the accom-
ts has received a cent for their services since the first of
et; and that, notwithstanding the earnest and frequent
relief which have been made to General William Cullom,
e House, and the distress and suffering resulting from his
o so, he has failed, up to the present time, to make a requi-
the treasury for the money to pay, either the per diem
nce the first of January, or the extra compensation autho-
e enclosed resolution, to the persons named in the rolls
ubmitted; and we have good reason for believing that such
will not be made by General Cullom, until required by you

4th day of January, 1857, William Cullom, Clerk of the
Representatives, made a requisition on the Secretary of the
containing the following clause:

pensation of officers, clerks, messengers, and ceiving an annual salary in the House of Rep- ves	$6,638 90
isition for February, for extra purposes, was	6,585 70
isition for March was	6,747 92

unts not having reached this office, I cannot say whether
persons named in the four lists certified by Mr. Darling
led in the requisition mentioned, but I suppose not.
quisition for February last is this clause:

s and mail boys	$1,665
s and mail boys, for March	1,600

er of Mr. Evans and Mr. Sharretts, and the lists referred
are returned herewith.
espectfully yours,

ELISHA WHITTLESEY.

WELL COBB,
etary of the Treasury.

TREASURY DEPARTMENT,
Comptroller's Office, April 3, 1857.

I certify the above and foregoing is a correct copy of my letter to Hon. Howell Cobb, Secretary of the Treasury.

ELISHA WHITTLESEY.

By Mr. Cullom:

I have asked to have this letter read because Mr. Whittlesey, while complaining at one time of my overdrawing my accounts, here complains of my not drawing enough. I wish him to state if he wrote this letter, and the circumstances connected with it.

By the Chairman:

Question. Did you write this letter?

Answer. I did.

Question. Was there any appropriation to carry out that resolution, and did not the President refuse to sign the bill making the appropriation? In other words, was not Mr. Cullom complained of for not drawing a requisition for money, when there was no money appropriated for that purpose?

Answer. So far as respects that, I am not enabled to give an answer. I can say this in explanation of that letter, that I supposed there was an appropriation. I knew nothing to the contrary at that time. In regard to the requisitions for some six thousand dollars, you will see that there are two views in that letter. One is in regard to the compensation, which I supposed came in under the general appropriation act. Those persons had complained, as represented to me, that they had not received their pay. I set forth in that letter that there had been requisitions drawn by Mr. Cullom for over $6,000 for each of the months therein specified, viz: January, February, and March. That had reference to an appropriation that is made by Congress to pay those persons their compensation, whether they were salaried officers or otherwise. In regard to those persons who were designated as employés I am not able now, without an investigation of the facts, to state what those facts were. I supposed there was an appropriation to pay those persons who were entitled to pay, and had not been excluded by any previous law.

Question. You were under that impression when you wrote that letter?

Answer. Yes, sir.

Question. That was the reason that you complained that Mr. Cullom did not draw a requisition for money appropriated?

Answer. You say that I complained. I presented the complaint of other persons to the Secretary of the Treasury; I made no original complaint myself.

Question. You proceed in your letter to give the resolution, and say that you "see no objection to paying them under the resolution of March 2, 1857." You then proceed to quote from the letter of Messrs Evans & Sharretts; you say there was such a resolution, and state the fact that Mr. Cullom had neglected to make a requisition to pay those

rsons. When that question was referred to the Secretary of the easury, how did he decide it, that you were right, or that Mr. Cul- n was right?

Answer. Secretary Cobb, as I understood—I believe he sent a letter the office—thought that it was inexpedient to make an advance of e money, without Mr. Cullom's requisition.

Question. Do you recollect how the fact was; whether there was y such law, or whether the law failed to receive the signature of the esident?

Answer. That I cannot say. You will find all this in the corres- ndence with the treasury.

By Mr. Cullom:

Mr. Whittlesey says in this letter that the laborers in the folding om, &c., had been complaining that they had not received their lary. I wish to ask him if he does not know the fact that the propriation for the folding department had long before been hausted, and that there was not a dollar on hand to meet that de- nd, and that this was the case all that winter, and until another propriation was made? I would ask him if the books in his office, the time that this requisition of $10,000 was before him, did not ow the fact that the previous appropriation for the folding room had en been exhausted?

By the Chairman:

Question. Without repeating the question, as Mr. Cullom has stated ou will please answer it?

nswer. I do not recollect anything of the kind.

uestion. If the appropriation had been exhausted could Mr. Cullom those persons?

nswer. He could not pay them if the fund was exhausted.

bsequently the witness made the following explanations of some ers previously given:

page 167 of my testimony, as written, the following question propounded to me by Mr. Ricaud:

Question. Did not the House pass previously such a resolution in , under which books were presented to those members who had received them?

Answer. If they did, was not there an appropriation?

Mr. Ricaud. No, sir; and there was no action of the Senate upon resolution.

Witness. Then, if such a transaction took place it escaped my e."

aving since made an examination, I present the following as the , viz:

resolution was approved on the 23d of February, 1854, of the ing tenor:

A resolution for supplying new members of the Senate and House epresentatives with such books of a public character as have been efore supplied.

Resolved by the Senate and House of Representatives of the United

hundred and fifty-five, and for other purposes."—(Vol. 10, p.

At page 566 is the following appropriation:

Miscellaneous. For books voted to the members of the 33d Co by joint resolution of twenty-fourth February, eighteen hundre fifty-four, and the resolution of the House of the twentieth eighteen hundred and fifty-four, one hundred and ninety-nine sand five hundred and ten dollars and eighty-seven cents."

The date of the joint resolution is misquoted in the appropr clause copied above, having substituted the 24th for the 23d in ring to the date of the joint resolution.

The resolution of the House of Representatives that is referre said appropriating clause is as follows:

"*Resolved*, That in adopting the joint resolution from the Sena thorizing the distribution of books among the new members of t Houses of Congress, the House of Representatives intended that the publisher of any such books is unable to supply them the C the House shall be at liberty to purchase them of any other p and that when such books as have been distributed to membe not to be readily obtained, other books of a similar character r supplied to them: *Provided*, That no more shall be paid therefo has been paid for books for which those shall be substituted: *Pr also*, That the new edition of the Opinions of the Attorneys G of the United States, contained in four volumes and having an be substituted for the imperfect edition heretofore distributed, pr the cost thereof shall not exceed fifteen dollars: *And provided f* That all members who have not received the books contemplated shall be furnished therewith."—(House Journal, 1st session, 33 gress, pages 1034, 1035.)

The resolution of the House here copied was adopted on the June, 1854, and having been specifically referred to in the ap ating clause of the act of August 4, 1854, it had the sanction Senate and of the President, and became a part of that act, to all and purposes, as fully as if it had been written therein at len

o sign the bill making the appropriation," led me to believe
bill" in parliamentary parlance was referred to, and not a
esolution." They are of equal dignity and force when passed
gress and approved by the President, although differently desig-
rough the various stages of legislation.
npression in giving the answer was, that the President might
used to sign or to approve "a bill" containing various appro-
s, and of which one might be for those embraced in the resolu-
March 2, 1857. That he had withheld his approval of such
ad not heard before said question was asked.
after the adjournment of Congress, I heard that the President did
rove a "joint resolution," that was handed to him (at the last
s of the session) for the reason that it had been interlined by
g the year 1857, when it was originally for 1856. I did not
ccording to my recollection and belief, until after the letter of
, 1857, was written, that the joint resolution contained an
iation. President Pierce remained sometime in this city, and
belief that the interlineation might be the subject of inquiry
er, I requested him to permit me to retain the parchment, and
directions his secretary handed it to Mr. Claxton, my clerk,
nt for it. It was in the Comptroller's office when I left it on
of May last, and it is still there. The day it was received I
state, although I may have some means at home to ascertain
e, if of any importance. The interlineation was the motive for
ig the parchment, so that if a question should arise about it,
might be ascertained by personal inspection.
n I saw the joint resolution my attention was more called to
rlineation than it was to its other provisions, and I could not
ld, before I saw it after the examination to which this expla-
refers, the classes provided for, nor whether there was an appro-
clause in it. A copy of the joint resolution is presented to
mittee herewith.

SYDNEY S. STANTON, called and sworn.

By the Chairman:

Question. What is your residence?

Answer. My residence is in Gainsboro, Jackson county, Ten but I was summoned from Nashville, Tennessee.

Question. Had you any official connexion with Mr. Cullon Clerk of the House of Representatives?

Answer. I was one of his appointees.

Question. What position did you occupy?

Answer. I was called one of the indexing clerks, by the other when I was first appointed. I was inexperienced, and scarcely what place I did fill, when I first came on here. I performed duties, but the principal portion of my labor was the entering rials, petitions, and such other papers as were referred to th mittees of the House, upon books kept by those committees i committee rooms, setting forth briefly the subject matter o contents.

Question. What was your salary?

Answer. I received at the rate of $1,800 a year.

Question. Did you give, or offer to give, or promise to gi money or other consideration to General Cullom, by reason of you were to be appointed?

Answer. No, sir.

Question. Did you receive from Mr. Cullom your full salary time you were employed?

Answer. I can make a statement to the committee, from whi can draw their own conclusions in regard to that matter.

By Mr. Davis:

You can proceed to give your statement in as brief man possible.

February I received $150, and from the first of February to the
st, or some time about the last of that month, I received about $150;
lo not recollect whether it was the full amount of a month's salary,
nich would be $150, or a fractional part of a month's salary, but I
n under the impression that Mr. Cullom said that, in order to make
s accounts with the Treasury Department balance, or something of
at kind, it would be necessary to close my compensation at a certain
ne, though I performed service to the 4th of March, 1857; for those
ur days in the month of March I was not paid. He said that if I
s paid for those four days he could not make his accounts balance,
something of that kind. At all events, I went home after the ad-
urnment of Congress, and was not paid for that time.

Now, in regard to the months of September, October, and Novem-
r, 1856, between the sessions of the 34th Congress. About the close
the session of Congress, in August, I think, General Cullom sent
e word, I believe by Mr. Burnett, that he wanted me to prepare to
home with him. He said he was going to return to his home in
nnessee after the adjournment of Congress, and wanted me to go
ith him, and I accordingly made preparations to do so. I think
at it was the evening before we started home, several of us met at
neral Cullom's room at his solicitation, I believe, but I do not
collect definitely about that. There were five of us there, I think,
the same category. They were, Mr. Burnett, Mr. Baily, Mr.
reenlease, Mr. Acton, and myself, and there may have been others
esent also. General Cullom said to us: Gentlemen, I desire now
at you will all go home, or you may do as you please about that;
y intention is to stop your pay; you will not be in office any more
m now until next December. I desire to stop your pay for this
ason: I have other friends to whom I am under obligations; I have
de promises to others who have applied to me for office for the same
sitions you hold, and I have come under obligation to throw them
crumb—or slice, for he used the words "crumb" and "slice"
ternately—of my patronage, and I have decided upon three months
the vacation between the sessions of Congress for that purpose, as
is a time when your friends would perhaps like to have you at
me, during the canvass. He also said that it would be well that
should not hold office while we were engaged in a political can-
s, and that he had fixed upon those months as the time during
nich he could have vacancies for other gentlemen to whom he was
der obligation, and to whom he desired to give a slice of his pat-
nage. Said he, I will put them in your places while you are gone,
d they will have a consideration then to draw the money upon.
me one remarked—I believe that I heretofore stated, in a publica-
n that I made, that Mr. Baily made the remark, but upon reflec-
n I think it was Mr. Greenlease made the remark, about that time,
reference to the political aspect of the arrangement—General Cul-
n, I do not wish to be understood, myself, that I have any desire at
: to go into the canvass, especially as my pay will be stopped.
neral Cullom seemed to get rather passionate at that interference
th his arrangement, and said: This is a fixed arrangement that I
ve decided upon, and it is not debatable; I know the necessity of it

better than you do. That was about the language he used. V
then saw that it was General Cullom's determination that we
go home. Some one remarked, or asked the question of G
Cullom, I think, if we were to be considered as turned out of
or dismissed. General Cullom studied a little while and sai
the letter writers might speculate upon the cause of your remov
attribute it to inefficiency upon your part, &c., and as you h
discharged your duties faithfully, and I have no complaint to
I will, therefore, let you remain as clerks with this understa
I will procure these other persons as substitutes to perform the
of your office while you are absent, and on your return you ca
the pay roll and endorse over the checks for the pay of this
me, or to whomsoever I shall direct, in order that the money
drawn to pay these substitutes. I will say to the committee
for one, thought that General Cullom intended to put some
person in my place, and, as they would otherwise lose their ti
their labor while discharging the duties of my office while
gone, I thought it would be nothing but right that they shou
the money, and I was willing to facilitate their getting it. I g
positive assent or consent to the arrangement myself, nor did
press any dissent to it. Some of the clerks present assented
arrangement expressly. I went on home and remained there
the vacation between the sessions of Congress. It is true, as
free to acknowledge, that I took some part in the canvass, and
few speeches; I suppose we all did. I heard it said that G
Cullom made some speeches himself, but I do not know about t
I was not present myself. We came back here, and I consider
self in honor bound to carry out the arrangement if called upo
soon as I arrived here, which was somewhat later than the bal
the clerks, on account of sickness, though I came on here a fe
after the meeting of Congress, General Cullom informed me t
blanks were all prepared, and were in Mr. Ingram's office, re
us to carry out the agreement, by signing over the checks, &c
he asked me to call at the office when I went up and carry
arrangement. When I came up to the office Mr. Ingram pre
me the check to endorse, or rather, I was required to sign the p
first. I do not remember exactly the order in which I did it
usual way was for us to sign the pay-roll and a receipt to G
Cullom, as though he actually paid us the money, and then G
Cullom gave us a check upon the bank of Suter, Lea & Co,
got the money there. The check was drawn up at this time
usual way. I signed the receipt to constitute a voucher for G
Cullom in the Treasury Department, and I was required to endo
check and hand it back. I never got any money for thos
months.

By Mr. Curry:

Question. Was this receipt for three months' salary?
Answer. Yes, sir.
Question. What was the amuont?
Answer. As well as I can now remember it was for $450.

Carthage, Tennessee, about it.

By Mr. Davis:

tion. Did you hear him make the statement?

ver. No, sir. It was said during my canvass that General took the position that he had paid me this money, and pro- these vouchers to show that he had done so. But I know personally about that. I will say that I did receive from Cullom $360, as extra compensation.

tion. Was that the full amount of extra compensation to which re entitled?

ver. Yes, sir; that was the amount under a resolution of the at its first session in that Congress. There was another resolu- extra compensation passed by the House at its last session, I ot received that, from causes, I suppose, that the clerk could trol. The whole amount that I have received from the clerk ,390.

tion. To what amount were you entitled?

ver. If I was entitled to receive pay during the vacation, I have received $1,840 up to the time I quit General Cullom.

tion. Did you get all besides this $450?

ver. Yes, sir; up to the adjournment of Congress. I do not what disposition General Cullom made of my office after the ment of Congress.

tion. Did you come back and enter upon the duties of your fter this arrangement about the vacation?

ver. Yes, sir; I came back at the commencement of the second

tion. When did you leave?

wer. On the 4th of March following, when Congress had ad- ; or rather I did not leave the city then, but I was out of hen.

tion. Then you came back and filled your office after the vaca-

morning, I think, or sometime during the next day, General C
sought an interview with me, and seemed desirous to explain
that he had not intended to mistreat me, that he had done jus
me. He seemed desirous to explain the matter to me, and to
me of that fact, he said that as an evidence that he was not try
wrong me, he would inform me that my office would not exis
the 4th of March, that it was not an office after that time, th
adjournment of Congress superseded the necessity of that offic
therefore, under the law, I could not hold the office any longe
up to that time. After that there were other explanations m
me, General Cullom, I believe, sought a third interview wit
during which we talked about the matter. He seemed to be a
to explain to me and show me that he had not wronged me.
time of this third interview I had determined to go home, an
told him when I was going to start, which I believe was in a few
after that, perhaps the next morning. He said if I would remai
go home with him he would get ready in a few days after that,
had to go to New York and return, and he wanted me to assi
to carry some negroes home which he had purchased, or wh
had written to Mr. Botts, of Virginia, to purchase for him and
ready for him on his arrival there; and if I would wait and go
with him he would let my office go on, and continue me in it.
seemed to me to be an inconsistency about the matter, which I th
would not justify me in holding the office any longer. I though
if his former statement was true, that it was not an office aft
adjournment of Congress, I would not be sustained in stayin
therefore went home shortly afterwards, and consequently I d
know what became of the salary of the office after I left, if
really an office after that time. I know nothing about that
that time, except that I did not receive the salary.

By the Chairman:

Question. Did you continue to serve any longer than to the
of the session?

Question. Why?

Answer. I understood that there was some scruples at the Treasury Department on the part of the officers having control of the matter; that they doubted the legality of the claim; thought that a mere resolution of one house would not entitle us to it, but that it required an act with an accompanying appropriation, or something of the kind.

Question. Who did the business of your office during the time you were absent after this arrangement of which you spoke was made?

Answer. There was no one that I ever heard of.

Question. Could you not see by the record whether anything had been done in your office during your absence?

Answer. The fact is that the work I did was of a particular kind, and could not have been very onerous upon any one while I was away, because the duties of which I have spoken were of such a character as required the action of the House to produce it. Still there were some papers remaining over which it was intended to have brought before Congress at its next session. On my return, at the commencement of the next session of Congress, there was some inquiry made concerning some papers that had formerly been before Congress, and I could not lay my hands upon them at the time, and it became necessary for me to refer to somebody for them, and I supposed that my substitute would know something about them. I inquired of all the clerks about the House and found that no substitute had been appointed.

By the Chairman:

Question Your duties then were mostly connected with the current business of the House.

Answer. I performed promiscuous duties. Towards the latter part of the session I did some work at engraving. But the most laborious part of my duties was to carry these memorials and petitions upon the books of the committees.

By Mr. Curry:

Question. Was that the first time that you ascertained that no substitute had been appointed during your absence, when you made inquiry in regard to that paper?

Answer. I do not remember that I ascertained anything positive about it before that time. I might have had some intimation before that time that such was the fact; but still I would not believe it until I got some positive information upon the subject, for I then had very great confidence in General Cullom's integrity, and thought he was really a very good friend to me.

By the Chairman:

Question. Who were present at the interview when the arrangement was made by which you were not to be removed, but were to sign our pay-roll and transfer your checks?

Answer. I wish to be understood as saying that General Cullom first took the position that we were to be removed from office; but in order to avoid the consequences of which I spoke, he, during the conversation, reconsidered that position and said that we would not be turned out of office.

By Mr. Cullom:

Question. At whose suggestion did I do that? Was it not at the suggestion of some clerk who was present?

Answer. I do not recollect, perhaps it was so. I think it very likely that such was the case. As to who were present, I will state the names of all I can remember. There was a right smart little crowd present, and I think that perhaps there were others present than those interested in this arrangement. There were myself, Mr. Greenlease, Mr. Baily, Mr. Acton, and Mr. Burnett, and perhaps some others.

Question. Were not Mr. Gordon, Mr. Parker, and Mr. Wallach there?

Answer. Perhaps they were.

Question. Was not Mr. Prentice there?

Answer. He might have been, I could not say about that; I will not say those persons Mr. Cullom has mentioned were not present. I think that Mr. Gordon and Mr. Parker were present. As to his reconsidering his first proposition about our offices at that time, in regard to his intention to dismiss us, I suppose that will not be denied, from the fact that the mere recognition of our accounts will show that such was the fact, as it would not have been legal to recognize us at the treasury as clerks unless we were regarded as being in office as clerks.

By the Chairman:

Question. Then by this arrangement you were to be continued in office, but as you were to render no service you were to receive no pay?

Answer. Yes, sir; upon the condition that our pay was to go to our substitutes; I therefore felt under no obligation to the government or to Mr. Cullom to carry out this arrangement, but I did feel under some obligation to let our pay go to the substitutes who were to perform the labors of our offices, as I absented myself at his request and not my own.

By Mr. Curry:

Question. When you signed this receipt had you any knowledge that a substitute had not been appointed?

Answer. I had no knowledge of that then.

Question. Did you sign it with the understanding that this money was to go to a substitute?

Answer. Yes, sir. As soon as I arrived here, and before I went up to the Capitol, I called at the room of Mr. Cullom, and he informed me that the papers were ready for me to sign.

By Mr. Cullom:

Question. Did you not announce to me that you were ready to carry out the arrangement?

Answer. No, sir.

Question. What did you say?

Answer. You said to me: When you go to the office, Mr. Stanton, Mr. Ingram has the papers all prepared. You know the understanding between us about signing the pay-roll and the checks, and when you go up you can just sign the papers and carry out the agreement. I

said, very well; and upon the first opportunity I did so. That is my recollection.

Question. You have stated that the date of your appointment was about the fifth of May—at what time did you reach here?

Answer. I do not remember; but it was sometime after my appointment. I did not reach here promptly.

Question. Was it not upon the 10th of June?

Answer. I think likely it was about that time.

Question. Did I not pay your salary to you from the date of my letter?

Answer. Yes, sir; the statement I made to the committee shows that.

Question. When you reached here, on the 10th of June, did I not pay you $130, and did you have also five days to your credit?

Answer. Yes, sir; such was the fact.

Question. That money was paid to you by me, or by Mr. Ingram, my chief clerk?

Answer. Yes, sir.

Question. When you were going home, at the end of that session, did I not advance you the extra compensation to which I thought you were entitled under a resolution of the House, and do you not know that I never got the money until after the adjournment of Congress?

Answer. You did advance it. I do not know when you got it from the treasury. I know that at the next session you detained my salary from the commencement of December until there was some legislation upon the subject; and I understood that you were retaining my regular salary for the months of December, January, and February for the purpose of indemnifying yourself until the extra compensation was paid up.

Question. Were not your checks preserved in the vault of Mr. Ingram, and handed over to you as soon as the extra compensation was made available—I mean the checks drawn for your monthly salary in the meantime?

Answer. I will say that I got all the salary for those months after a time.

By the Chairman:

Question. As I understand your testimony, when you left at the end of the first session of Congress, General Cullom advanced you what he thought was your extra compensation under some resolution of Congress—was that so?

Answer. Yes, sir.

Question. And it turned out that you were not entitled to it as the law stood, or as the Treasury Department decided?

Answer. I know that the matter was for some time in suspense for some cause.

Question. And when you returned and entered upon the duties of your office again, General Cullom retained your monthly salary, in order to indemnify himself for this extra compensation he had advanced?

Answer. Yes, sir.

Question. The question, as I understand it, is whether he pu money into his own pocket or simply laid aside your checks until gress passed a resolution allowing the payment of the extra comp tion to be made, when he returned you these same checks?

Answer. I cannot remember whether the same checks were retu to me or not; but I will say this, that he refused to pay me my sa But I got my regular pay after the compensation was passed, or it was ascertained that the compensation resolution had been sust by Congress and the money could be got from the treasury.

By Mr. Cullom:

Question. Was that not a matter of agreement between us?

Answer. It was. I understood from General Cullom that tha a condition upon his advancing the compensation to us.

By Mr. Curry:

Question. Did he charge you interest upon the compensatio advanced?

Answer. He did.

By the Chairman:

Question. When he gave it to you did he not suppose that you entitled to it under the law, and did not the Treasury Depart decide otherwise?

Answer. Yes, sir; that was the impression. I never saw anyt indirect in General Cullom in connexion with that matter.

Question. Aside from this transaction growing out of the arra ment in regard to this three months' salary, do you know of any that shows or tends to show any corruption, dereliction of dut want of official integrity on the part of General Cullom in conne with his office of Clerk?

Answer. Aside from that I know of nothing, and I do not l how far that fact is to be regarded as partaking of that chara There is a small matter, a little item, from the last of Februa the 4th of March, I do not remember whether it was from the day of February or a few days before, I received no pay for that either; but I supposed that was to enable General Cullom to his accounts balance, as he so stated at the time.

By Mr. Cullom:

Question. Did you not get a great deal more than that beyond services for time before you came on here?

Answer. I did get pay for time before my services actually menced. I got pay from the date of my commission. I do not l about the justice and correctness of that, but it was paid me by

By Mr. Curry:

Question. I understand you to say that your pay for those few was withheld in order to enable General Cullom to balance accounts with the treasury?

Answer. Yes, sir; that was the reason that he assigned.

By Mr. Cullom:

Question. Did you not receive $300 for the months of January and February?

Answer. Yes, sir.

Question. And February being a short month, did you not know that in dividing your yearly salary up into months to count the month of February a full month would, according to the regulation at the treasury, make the amount for March come short of $150, and was not that the difficulty I alluded to?

Answer. I supposed that that affected your books and that it was a matter for you to take into consideration.

By the Chairman:

Question. Was there any issue between you and General Cullom upon that point?

Answer. I raised no issue upon that point for I took it for granted that General Cullom meant what he said.

By Mr. Cullom:

Question. In reference to your going home, did you not repeatedly tell me, before we went home together, that your friends had been writing to you to come home and take part in the approaching canvass?

Answer. I did tell you that, and that my friends had intimated to me that they would like for me to ask leave of absence, as was the custom. They did not want me to sacrifice my salary, but did want me to ask leave of absence of you to go home.

Question. Did you not express to me a desire to go home and engage in the canvass?

Answer. I do not recollect about that. I know that I felt anxious to go home; but then I would not have sacrificed my salary to do so. I would not have given $450 for the chance to make a few speeches.

Question. Did you not express a desire to me to go home?

Answer. I may have done so and may have shown you some letters that I had received. I remember that you showed me a letter that you had received from one of our constituents.

Question. Expressing a desire that you should go home and take part in the canvass?

Answer. Yes, sir. You showed me that letter; but you did not say to me, at that time, whether I could go home or not.

By Mr. Davis:

Question. Do you know of any case in which any clerk or other employé about the House having claims upon General Cullom's office were refused payment by him or his clerk and was, therefore, compelled to sell their claims at a discount? Was there any system of that kind going on?

Answer. I do not know whether the clerk was to blame. I have known claims to be sold at a discount. I expect it was as much attributable to the anxiety of claimants to get money as to anything else. It might have been owing to disparagements held out by the clerk. I do not know about that.

By Mr. Cullom:

Question. What were those claims?
Answer. Some of them sold their claims for extra compensation.
Question. Were not those claims those to which you refer?
Answer. Yes, sir.
Question. Had not those claims been suspended at the treasury?
Answer. I think they were.

By Mr. Davis:

Question. By whom were those claims bought up?
Answer. I understood that Mr. Prentice was buying them up.
Question. Who was this Mr. Prentice?
Answer. He was one of the appointees or employés about here.

By Mr. Cullom:

Question. Did you hear that he was buying any claims against my office?

Answer. I heard that he was buying claims for extra compensation. It was a mere rumor. I heard no reflection upon the Clerk in connexion with that matter. My impression was, that Mr. Prentice was taking advantage of those who were anxious to get their money, and were not willing to wait for it.

Question. Do you know whether he ever bought any claims against my office?

Answer. I do not.

By Mr. Curry:

Question. Did you ever have any correspondence with the Treasury Department in reference to your pay?

Answer. Yes, sir; I have some papers at home in connexion with that matter. But as I was summoned from Nashville, I had no chance to get them before I left; and I suppose it would not be proper to introduce testimony in reference to those documents without accounting for their not being produced.

Question. What was the character of that correspondence?

Answer. It was in reference to the correctness and justice of those accounts after I found that no substitute had been appointed in my place. It was a question in my mind whether, under the circumstances, these accounts would ever be presented to the Treasury Department. And I wanted to know what disposition would be made of that money, I wrote to the Secretary of the Treasury. I was inexperienced then and perhaps did not address the proper officer. My letter was referred to the Comptroller of the Treasury and was answered by him. I inquired of the Secretary of the Treasury whether these accounts had been filed there by General Cullom. And the answer was, that those accounts had been filed; and in the opinion of the auditors of the treasury, they were sound and correct in all respects.

Question. Do you mean these $450 accounts?
Answer. Yes, sir.

Question. The answer was, that they had been filed by General Cullom as a part of his accounts?

Answer. Yes, sir. I then wrote as soon as I could, and informed them of the nature of those accounts, and described to them in detail all the circumstances, as I did not wish my receipt to go there without an explanation. I wrote to the Comptroller of the Treasury, explaining the nature of those accounts, in order that the matter might be arrested. But before my letter reached him these accounts had been entered to the credit of General Cullom, as Clerk of the House, as I was informed in the answer to my letter from that department. The answer was written by Mr. Whittlesey.

Question. About what time did that correspondence take place?

Answer. It was some time in the spring; perhaps along in April. I will not say positively about that, because my mind has been called off from that subject to a great extent since that time.

Question. Was it after the adjournment of the last Congress?

Answer. Yes, sir.

Question. Did you ever hear General Cullom say anything, either here or in Tennessee, about the profits of his office as Clerk of the House, and if so, what?

Answer. I have heard General Cullom make some remarks about the profits of his office, that they were very considerable, and that the office was a very profitable one.

Question. Did you ever hear him state any amount that he had realized from his office, and if so, what was it?

Answer. It seems to me that I have heard him state on occasions, that it would be worth somewhere near $100,000. But I do not know whether he meant the actual profits of the office or the percentage that was to come to him by way of side considerations, extra labor, or what else he had reference to. He made the remark in my presence, I believe in Nashville, when we went on home after the first session, that he had cleared about $40,000 up to that time. I will not be certain that he stated specifically that it was from the profits of the office or not. But the conversation was in reference to the profits of the office. A friend of his was present at the time, and seemed to be very much interested in General Cullom's welfare, and anxious to know that he was getting on well.

By Mr. Cullom?

Question. Who was this friend?

Answer. He was a Colonel Cooke. I do not know whether he put the question directly as to what the office was worth. But the question was put, whether directly or indirectly, and this remark was elicited. Now, whether General Cullom made his answer directly to that question or not I do not recollect.

By Mr. Curry:

Question. Was the conversation about the profits of the office?

Answer. Yes, sir; that was the controlling topic of the conversation about that time, as I understood it.

Question. What was General Cullom's reply as to what he ha made?

Answer. I do not remember what his exact reply was. He sort o talked round. He is a man who boasts a great deal, and he talke around the matter in a gasing kind of way, and I do not remembe whether he made the answer directly or not.

Question. Did he state any particular amount that he had made u to that time?

Answer. He remarked that he had made about $40,000. I do no think it was directly in answer to the inquiry; but the remark wa made somewhere during the conversation upon that subject.

By the Chairman:

Question. At what place was that conversation held?

Answer. At the City Hotel in Nashville, Tennessee.

Question. In what room?

Answer. I do not remember the number of the room. It is low down, upon a level with the bar-room, I think, or perhaps the first floor above. Perhaps we ascended one flight of stairs to reach the room. General Cullom doubtless remembers that Colonel Cooke called upon us while we were there. He was, perhaps, instrumental to a great extent in my getting my appointment under General Cullom.

By Mr. Curry:

Question. Am I to understand you to say that in that conversation General Cullom said that he had made $30,000 or $40,000?

Answer. He said that he had made about $40,000.

Question. Was the conversation in regard to the profits and emoluments of the office of Clerk?

Answer. Yes, sir.

Question. How was it in regard to his making the remark about making $100,000?

Answer. It seems to me that I have heard General Cullom make that remark, but I cannot locate it.

Question. I mean how was he to make $100,000?

Answer. He was to make from $80,000 to $100,000, but he did not say explicitly whether it was to be from the profits of the office.

By Mr. Davis:

Question. Did he say that he had made that much out of his office?

Answer. I think that the remark was that the office would be worth $100,000 by the end of his term.

By Mr. Cullom:

Question. At the time this conversation occurred at Nashville did we not take some brandy together?

Answer. Yes, sir.

Question. Did not Cooke assume that I had made so and so, and I jocosely replied that it was so?

Answer. I considered the conversation rather jocose in some parts of it.

Question. After we had taken some brandy together did I not say that it was a very nice office for a poor family?

nswer. Yes, sir.
uestion. Was not the whole conversation a jocose one; and did I respond jocosely to his exaggerated assumptions in regard to the its of the office?
nswer. There were jocular remarks made during the conversation; I do not know as this remark which I have quoted was made larly or not. All I know is that there was a jocular conversation.

By Mr. Curry:

uestion. Do you say, in your answer to Mr. Cullom's question as he it, that the statement in regard to the profits of the office was an ggerated statement, and so understood?
nswer. No, sir; I do not say that. I will say that my recollec- is quite indefinite about the details of that conversation. I never rge my memory with the details of those matters. I generally ke at the bulk, and remember the most important parts of the con- sation.

By Mr. Davis:

Question. Did you understand at the time, or has it so impressed ir mind since, that this was a jocose remark upon the part of Gen- l Cullom, or did you understand that there was something in it?
Answer. I will say this to the committee, that since that time I ve so often heard of the remark being made to others that I have n confirmed in the opinion that he had really made that much.
Question. What was your impression at the time, and what has it n since, that Mr. Cullom was speaking jocosely or in earnest?
Answer. At the time I thought, from his expressions, that that uld be about the amount of the profits of his office. I do not re- mber that he made the remark before Colonel Cooke in regard to profits of the entire term of his office. I cannot locate that remark. e other remark was made to Colonel Cooke. Cooke was congratu- ing him upon his success, and, as General Cullom says, there were ne jocular remarks.

By Mr. Cullom:

Question. Did not Colonel Cooke assume that such would be the fits of the office?
Answer. Colonel Cooke said that he had heard that you had a very fitable office, and that he was very glad to hear it.
Question. In regard to the $80,000 or $100,000, was that not an mate that you and I, and another friend of mine, was making as what I was worth? Were not you, Mr. Burnett, and I in a com- tee room here talking together, and, in the conversation that came was not that mentioned, and did he not make that estimate and me about it?
nswer. I cannot locate that particular remark. But we have had versations as to how much you was worth, and it was estimated at sum of $100,000.
uestion. Was not the aggregate of my property at home, accord- to our estimate, taking it altogether?

Answer. I know that is what Burnett and I and you thought was the amount of your property at home. Mr. Burnett was a man who seemed to take delight in flattering you about the amount you was worth, and made remarks in your presence and got you rather led out and excited upon the subject, too. And the matter has been discussed in my presence.

Question. What was his estimate in the aggregate?

Answer. I think it was about $80,000 or $100,000. He considered your farm worth from $30,000 to $50,000. But that was in a different conversation to the one to which I have reference.

Question. Did I not own that property before I was Clerk of the House of Representatives?

Answer. Yes, sir.

Question. Do you not remember this: that at that time I contemplated a western speculation in the alternate sections of some railroad grants, and whether this $40,000 profits, of which you speak, was not prospective and based upon the hypothesis that the amount invested in these alternate sections would produce that sum?

Answer. I have heard you speak of such an investment; but I do not know that it was in the way you speak of.

Question. Did I not tell you, as I may have done, that I had sent out some warrants to be located upon these sections, and was not that the matter to which I referred?

Answer. The impression has been made upon my mind, but from recent reports, that you had intended to make investments in alternate sections of land. But I cannot date that impression back further than a few months. I have heard it talked about for some time back. But I do not know as I had heard anything said about it at the time to which I refer.

Question. Do you remember in this conversation with Mr. Burnett and you that I advised you and him to save some money out of your salaries and invest it in these lands. I spoke of intending to do so myself?

Answer. I do not remember that you advised me to invest any money in alternate sections of land. You advised me to be economical, and said that it was very important to me, as a poor man, to be economical; and I was very glad of your advice, and thought it was very philosophic. But I do not remember what investment, if any, you said you had made, or was going to make. I remember of having heard you speak of one investment you had made here in Washington. I heard you mention once, at the table at the boarding-house, that you had bought some property here in the city, but I do not remember the amount.

Question. Now will you state to the committee, as you say I boast sometimes, as other persons do, if I have not been a pretty large trader, in a small way, at home, and a successful operator in the profession of the law?

Answer. Yes, sir. You have been a successful trader and made considerable money at law, and you are considered one of the best financiers in that county. In fact, I believe if any man had money to deposit, he would like your advice as to where and how to invest it.

Question. That being so, have I not had the command of means and edit at home?
Answer. I think you would command credit and means there. I am it a young man, but I have never known the time when you had not edit, and I have never known your paper protested or dishonored.
Question. Is not pretty much all the property I own now the same at I owned before I was elected Clerk of the House?
Answer. You have bought some negroes since then, and more lands, rhaps, but of an inferior quality compared with your principal rm; you have built a very fine mansion, and furnished it very handmely, as I have been told.
Question. Was not the house in progress before I was Clerk, or even member of Congress?
Answer. I do not know about that; your house was never noticed r me, as I had not been about Carthage very much, until I got to ssing through there on my way to Washington; I do not know when really was commenced.

S. S. STANTON.

THOMAS H. WORTHINGTON called and sworn.

By the Chairman:

Question. What is your residence and occupation?
Answer. My occupation is that of wood and coal dealer, and my esidence is Washington.
Question. Did you ever have any business transactions with Mr. ullom, late Clerk of the House of Representatives?
Answer. I have furnished coal for the Capitol.
Question. At whose instance?
Answer. I saw an advertisement in the Intelligencer, and put in a d for the coal, which bid was the lowest, I believe, and I was notid that the contract had been awarded to me.
Question. With whom, or through whom did you make the conct?
Answer. I was notified by a letter from Mr. Cullom, or signed by n, that I had received the contract; and I came up to see about it, d thereafter furnished the coal.
Question. Did you get your pay for it?
Answer. Yes, sir; at the contract price.
Question. Did you pay or offer to pay, or are you to pay, or have u agreed to pay to General Cullom or any of his employés any ney, or give them any benefit or advantage growing out of this tract?
Answer. No, sir.
Question. Then you merely sent in your bid, was notified that your was accepted, and proceeded to furnish the coal?
Answer. Yes, sir.
Question. Is that all you know about the matter?
Answer. Yes, sir.
Question. Have you any knowledge why you were summoned here?
Answer. No, sir; not more than the summons stated.

By Mr. Curry:

Question. Did you give a receipt for the money?
Answer. Yes, sir; Mr. Cullom gave me a check on the treasury.
Question. Did you receive an amount equal to your receipt?
Answer. Yes, sir.
Question. Did you ever give a receipt for a larger amount of money than you received.
Answer. No, sir.

By the Chairman:

Question. Did you have any personal understanding with Mr. Cullom in regard to the matter?
Answer. No, sir; not a word.
Question. Did you have with any of the clerks of the office?
Answer. No, sir; nothing more than that I was to furnish the coal, which I did, and for which I received a check on the treasury and got the money.

By Mr. Davis:

Question. How much money did you receive on the contract?
Answer. It would be difficult for me to tell at this time; I furnished upwards of 200 tons of coal, last summer was a year; and last summer I furnished, I think, 250 tons or more.

By Mr. Curry:

Question. What did you charge per ton?
Answer. I think the last contract was $5 40.
Question. How did you sell it to individuals?
Answer. We sold it at $6 a ton from vessels, and delivered here that is what I furnished some for to some of the clerks in the office here; selling it in large quantities I could afford to sell it cheaper.

By Mr. Cullom:

Question. What did you charge me personally for some that I got of you?
Answer. Six dollars a ton.
Question. Did I pay you that price, and in gold?
Answer. Yes, sir; Mr. Bates brought me the money.

By Mr. Davis:

Question. Were you shaved on your claim in any way?
Answer. No, sir.

THOMAS H. WORTHINGTON.

FRANCIS LAMB recalled.

By the Chairman:

Question. Have you the account with you for the mirrors furnished for the House of Representatives?
Answer. I have copied it from my books, and it is as follows:

John D. Thomson to Francis Lamb, Dr.

1856, July	20.	9 oval frames		$20 25
		1 large mirror		200 00
August	15.	2 large mirrors, at $175		350 00
		1 large mirror		160 00
		1 large mirror		150 00
		10 curtain cornices		100 00
1857, March	12.	1 mantel mirror		175 00
		1 mantel mirror		160 00
		1 mantel mirror		150 00
		12 curtain cornices		120 00
				1,585 25
1856, August	23.	Credit by cash	980 25	
1857, March	30.	Credit by cash	605 00	
				1,585 25

Question. Does that account embrace the character of goods furnished and the dates of the transactions?

Answer. Yes, sir.

By Mr. Davis:

Question. Does that bill include all you sold to the government?

Answer. Yes, sir.

Question. Are the prices correctly put down here?

Answer. They are.

Question. Did you receive your money from Thomson?

Answer. Yes, sir.

Question. Then it was a fair business transaction between you and him, and at regular prices?

Answer. It was.

FRANCIS LAMB.

WILLIAM BAILY recalled.

By Mr. Davis:

Question. Did you occupy the position of a clerk in the map office while you were in office under Mr. Cullom?

Answer. I did.

Question. And you had leave of absence for three months?

Answer. Yes, sir. I asked for leave of absence for one month, and General Cullom gave me leave of absence for three months, upon the conditions that I stated the other day. I really did not want to be absent more than during the month of October. But he said he had other arrangements, and of course I had to comply with them.

Question. Did General Cullom say that he wanted to provide for some other friends?

Answer. Yes, sir. He said there was a great deal of outside pressure upon him, and he took this means of satisfying those who were urging him for some crumbs of his patronage.

Question. Was there any one employed by General Cullom or appointed by him to perform the duties of your office while you were absent?

Answer. Nobody. I was at work upon the map of Florida at the time I left, and when I came back I found it in the same condition in which I left it.

Question. There was nothing done in your business in that department?

Answer. No, sir; not in my part of the work.

By Mr. Cullom:

Question. In reference to the certificate which you signed, I understood you to say that you had drawn up a writing, which you submitted to me?

Answer. Yes, sir.

Question. I want to know if some gentleman in your office did not come down to see me about it, with your draft?

Answer. I handed it to Mr. Parker, and he afterwards returned it to me.

Question. Were not the two papers in substance the same, differing, perhaps, only in the phraseology?

Answer. I stated in my pencil draft, as I have stated in my testimony in chief, that at the time you told us we should go home from September until the commencement of the next session of Congress, you stated your intention to be to apply our salary to pay substitutes in our places, but we were not to consider ourselves as turned out of office. The other statement sets forth that you said we were to consider ourselves out of office till the next session of Congress. That was not my understanding of it, for I distinctly asked the question if we were to consider ourselves as turned out of office?

Question. Was that before this agreement was made?

Answer. That was according to my understanding. When Mr. Parker brought the paper to us which you sent, Mr. Greenlease and myself refused to sign it for a time, as it contained a clause that we were to consider ourselves out of office. But after some reflection we concluded to sign it, as Mr. Parker said that it made no difference, and as the principal thing we desired to accomplish was to refute what I had understood was the statement of Mr. Burnett and Mr. Stanton in a card which they had published, but which I had not seen.

Question. Did you not amend this paper yourself, by adding a section in reference to Mr. Greenlease and yourself?

Answer. No, sir.

Question. Was it not done at your request?

Answer. No, sir.

Question. Is there not a section or paragraph of that paper signed by you and Mr. Greenlease alone?

Answer. No, sir.

Question. This is the paragraph to which I refer:

"The undersigned, Messrs. Baily and Greenlease, were of the number dropped, but they have only carried out an express agreement, are ready to do justice, and therefore make no complaint."

What do you recollect about that?
Answer. That was in the paper when it came to our office. I did ot add that to it. We were willing to sign the paper that we carried it the agreement we agreed to, and so that paper says. I think that r. Parker, and every gentleman in the office, will say that I signed at paper under protest at the time.
Question. Was not this paragraph added to the paper in your fice?
Answer. No, sir; that was in it when it came down, and there was addition to it according to my recollection. I paid very little tention to that statement after I read it over first, for I considered an *ex parte* statement. But I concluded to sign it, though it did t express my views of the matter.
Question. You did not consider the part in relation to considering urself out of office applicable to you and Mr. Greenlease?
Answer. No, sir.

WILLIAM BAILY.

MARCH 5, 1858.

J. J. BURNETT, called and sworn.

By the Chairman:

Question. Where do you reside?
Answer. Carthage, Tennessee.
Question. Were you connected with the Clerk's office of the House Representatives?
Answer. I was appointed a clerk by General Cullom. I think my pointment commenced from the 11th of February, 1856, and I drew y from that time up to the time I left, in the August following.
Question. What was the amount of your salary?
Answer. At the rate of $1,800 a year.
Question. Did you receive that salary in full? or if not, what were e circumstances connected with your not receiving any portion of it?
Answer. I received my pay for the month of February in which I s appointed, less eleven days, for which former clerks drew the pay. om that time I drew my regular pay until some time late in the gust following, when I left here to go home.
Question. Did you receive pay for any time after August?
Answer. Yes, sir. I came back here with General Cullom some ne in November following; I do not recollect when in that month I rted to return here. I remained at home during the months of ptember, October, and in November, until I started to return; and n I received pay for the months of December, January, and up to 28th of February. But for the months of September, October, d November, during my absence home, I received no pay; the ary for those months amounting to $450.
Question. What was the reason, or the circumstances in connexion th your failure to receive your salary for those months?
Answer. Congress adjourned during the summer of 1856, and Gen. rce called them together again. At that time General Cullom ected me to get ready to start home, and to tell Mr. Stanton to get

ready to leave also. I was very glad to go home, as I wanted to see my family. Before we left, I think it was in the General's room, he observed to us that we were about to leave. Something was said about politics, I believe. I do not recollect particularly what was said about it; something about our entering into the canvass. He observed to us that he would not remove us during our absence, but said that we must agree to sign the pay-roll, and to sign over our salary during that time to whomsoever he should direct; and when I got back here, I think it was some time late in November, I signed a regular receipt for September, October, and November, and endorsed a check, which Mr. Ingram filed away in his drawer. For the months of December, January, and for the month of February up to the 28th, I received my salary. About a week before that the General told me that after Congress adjourned I would be out of office.

Question. You remained in office during the session of Congress, did you?

Answer. Yes, sir. The General told me that, after the 4th of March, when Congress should have adjourned, there would be no further use for me. I would say here, that I think we left here the summer before, previous to the adjournment of the called session of Congress.

Question. Then during the months of September, October, and November you were away, and performed no service in your office?

Answer. Yes, sir; that was the case. I must state the facts in my own language. We were to sign the pay-rolls and checks to whomsoever he should direct us, as we thought to substitutes. The General said he had other friends to reward; that is my recollection about it; I signed the checks away.

Question. Did you sign them away to any substitute?

Answer. No, sir; I just signed a receipt as though I had received the money from the Clerk. Mr. Ingram handed me the usual check for the amount, and called upon me to endorse it, which I did, and handed it back to him; that was the last I ever saw of the check.

Question. Did Mr. Ingram retain the check after you endorsed it?

Answer. He took it and put it away in a drawer.

Question. Do you know what afterwards became of that check?

Answer. I do not.

Question. Do you know whether anybody was employed in your place during your absence?

Answer. No one that I ever heard of. The chief clerk of the map office told me that nobody had been employed in my place.

Question. Now, aside from this transaction in regard to your leave of absence for these three months, do you know of any fact that would show or would tend to show any corruption or dereliction of duty upon the part of General Cullom in his official capacity as Clerk?

Answer. Well, I will say this; the night before Congress adjourned, I think it was, or a few nights before, General Cullom called me into the Clerk's office. Mr. Zollicoffer had said something to General Cullom in regard to the talk there was about town concerning the way the clerks were treated while they were absent. Greenlease and Bailey contended that General Cullom would never pay that money to anybody, I contended that he would, and that he would pay it to us,

e were no substitutes appointed in our places; and I so contended o the month of February, up to the time when I gave my last ipt, and then I lost all hope of our ever getting the money. As ıs saying, General Cullom called me into the Clerk's office that ıt, and shut the door. He observed to me that I had stabbed him; ld him he was mistaken, and asked him what he meant, and also that he had stabbed me. I told him that Hurlbut, of New York, shburne, of Maine, and other gentlemen, had received their pay, ıgh they were absent as long, perhaps, as I was; and he had ›ped Stanton and me, his best friends, personally and politically. again replied that he had other friends whom he must reward. ɛr that I published a card, and stated that I believed that the ıeral had appropriated this money to his own use; that is all that ıow about it.

By Mr. Curry:

)uestion. When did that conversation take place?

ınswer. It took place during the week before Congress adjourned, ween the 28th of February and the 4th of March.

By the Chairman:

uestion. Did you say that he had appropriated this money to his use, or that you supposed he had done so?

nswer. I did not say that he did, for that was more than I dared ay; I merely said that such was my opinion; I could not say that lid so appropriate this money, because he never told me so.

uestion. You acted then under the impression that he had taken money and put it into his own pocket?

ınswer. Yes, sir, I acted under that belief, but I never said that lid do it, because I could not say so; I dared not say so; no man say that I ever said so.

)uestion. Was it under that impression that you thought he had ıd badly towards you?

ınswer. Yes, sir; I did think so. There was a reply published he Star to the article that I wrote, which went on to state, (signed Baily and Greenlease, I think,) that the money which I complained been withheld from us had been given to the contingent fund of House, if I recollect aright, on the third day of December. If t was so, then I was wrong in saying that the General had used money; I never had any evidence that he had made that use of money; I cannot tell what the fact is; I have never seen his ort, and cannot tell whether it was added to the contingent fund ıot. But I do not want to do injustice to anybody in any way.

)uestion. I asked you a question some time since, which you, per- ›s, did not understand. I want you to give me your attention, ile I state the question again. The question is, aside from the ınsaction growing out of these three months' pay, separate and rt from that, do you know of any fact that will show or have a dency to show corruption or official misconduct on the part of ıeral Cullom while in the Clerk's office?

ınswer. No, sir; I do not know of anything.

Question. Aside from this $450, did you give him, or agree to give him, or are you to give him, any part or portion of your salary, or any consideration of any kind, by reason of which you received your appointment?

Answer. I never agreed to give him a cent in the world.

Question. Now, aside from this transaction in regard to your three months' pay, about which, of course, this committee must form their judgment after we obtain possession of the facts, did General Cullom ever, in his connexion or intercourse with you as one of his employés, make any proposition or suggestion to you which an honest man ought not to make, or which, if made, a conscientious man would not accept?

Answer. General Cullom never made any proposition to me in which I thought there was any corruption involved in any way. I did think it a little strange that I should be required to sign the receipt if a substitute was to take my place; I thought it was the business of the substitute to sign the receipt, not mine.

Question. I want to know if you know of anything else aside from that transaction?

Answer. Nothing else that I know of. I do not know that the General has ever been guilty of any corruption; nor do I undertake to say so; and I never have said so. General Cullom has grown very rich, and has always been a very independent man, at least ever since I have been acquainted with him.

Question. How long have you been acquainted with him?

Answer. I have known him twenty years, I reckon; I got acquainted with him at Sparta, Tennessee, while he was attorney general.

Question. Previous to his election as Clerk of the House of Representatives, what was his character and standing where he was known, as an honest, upright, and honorable man?

Answer. I never heard his character impeached in my life, as I know of. In Tennessee he was elected to the State senate and also to Congress. He was a popular man at home, and always got as big a vote as anybody that ran in his county, and generally the biggest, as far as I recollect.

By Mr. Curry:

Question. What induced General Cullom to say to you that you had stabbed him; what had occurred?

Answer. I cannot tell.

Question. Was there any previous conversation?

Answer. He called me into the room. Zollicoffer and he had had a talk about this report that was about town. Acton had made a publication, which led to some general remarks about the matter.

Question. What had you done previously to that time?

Answer. I had done nothing. That is what I told the General. I said I did not understand what he meant. The card which I published, and to which the General took exception, was published afterwards.

Question, (at the request of Mr. Cullom.) Did he not complain in that conversation that you had wounded him in making complaints

about carrying out the agreement concerning the three months' salary while you were absent?

Answer. He did say that I had wounded him, or stabbed him; and it was in connexion with this matter of the three months' pay.

Question. Have you ever heard General Cullom say anything about the profits of his office as Clerk?

Answer. I have.

Question. What did he say?

Answer. I heard him say that he thought he would make some $30,000.

Question. When was that?

Answer. After the passage of the book resolution, I think.

Question. State his language as well as you can remember it?

Answer. He was talking about the proceeds of his office, about its being a profitable office, and observed that he would make $30,000. As well as I can recollect, that was what he said.

Question. Was this in connexion with the books?

Answer. He was talking about the passage of the resolution authorizing him to purchase books for new members of Congress. He said he would make $30,000; but I will not undertake to say whether it was to be made from the books or from the whole emoluments of his office.

Question. Was it out of the proceeds of the office that he expected to make this money?

Answer. I will detail the matter as well as I can. The book resolution had passed; I was passing his room, and the General was talking about the passage of that resolution and the profits of his office, and observed that he would make $30,000—out of the books, as I understood it.

Question. Did you ever hear him make any remarks about the profits of his office?

Answer. I have often heard him say that it was a profitable office.

Question Did you ever hear him specify about how much he would make?

Answer. I do not remember that I ever heard him say anything, except about the $30,000.

Question. Did you ever hear him speak about the profits of his office in connexion with his salary as clerk?

Answer. As I understood, he said the salary was not worth much in connexion with the profits of the office.

Question. Was it your understanding, from the conversation that took place between you and the other clerks and General Cullom, that substitutes were to be appointed in your place while you were absent?

Answer. That is the way we understood it, from the fact that the General said that he had other friends to reward.

Question. Did the proposition to go home come from you or from him?

Answer. It came from him; he told me to get ready to go home.

By Mr. Cullom:

Question. Had you not repeatedly expressed a desire to me to go home?

Answer. Yes, sir; I said I was very anxious to go home, and very glad to hear that I was to be allowed a chance to go.

Question. Did I not say that you could get ready and go?

Answer. Yes, you did.

By the Chairman:

Question. In reference to this conversation which took place a this book resolution was passed, to whom was that conversa addressed?

Answer. He was talking to me.

Question. To you alone?

Answer. To me alone, and to nobody else that I recollect.

Question. Where was this conversation held?

Answer. I think either in his room or in front of his office.

Question. How long was that after the resolution had passed?

Answer. I do not recollect; it was very shortly after.

Question. There were two resolutions; to which do you allude?

Answer. To the one appropriating so much money to purch books, I think.

Question. Was that before or after you and General Cullom l had a difficulty?

Answer. Before, I think.

Question. At what time was it when you say he called you in his room and said you had stabbed him?

Answer. It was at night, some time in February or in March; ju before Congress adjourned.

Question. How long before Congress adjourned?

Answer. A night or two; I think, perhaps, it was the very nig Congress did adjourn; I cannot say particularly as to that; but know it was just before it adjourned.

Question. Was that before or after he had this talk about maki $30,000?

Answer. It was after.

Question. How long after?

Answer. I do not recollect.

Question. Give us your best recollection; how many days aft was it?

Answer. I do not recollect how long it was.

Question. How long do you suppose? Was it one day, or two da or three days?

Answer. It might have been longer than that; I have no particul recollection in the world about how long it was; I only know that was just before the adjournment of Congress.

Question. Was it before you had this conversation about y having stabbed him?

Answer. Yes, sir; the conversation about the profits of the off was some time before that.

By Mr. Cullom:

Question. Did we ever have any other conversation after I cal you in the office and told you that you had been unkind and ungrat to me?

swer. We have never spoken together since, until I met you
we have never had any intercourse since, either friendly or
wise.
estion. Did you not, yourself, frequently start the conversation
me, when you approached me, about my profits and prospects in

swer. I said that I was very glad that you were in a situation
e you could do so well.
estion. In reference to the profits of the office, did you not your-
tate the figures of what you understood to be the profits of the
, or did I state it?
swer. I did not give any figures that I recollect of; I knew your
y of $3,600 a year, that was all. All the figures that I recollect
relation to the profits of your office, or your fortune, was in your
, one day, in your boarding house I went in there, and you
writing a parcel of figures, and I was talking about how much
were worth. I estimated that you were worth so much; that
had been offered so many thousand dollars for your land. And
observed that if your western land investments turned out profit-
you would probably be worth $150,000.
estion. In that conversation, do you remember that I said that
s contemplating making some considerable investments in alter-
sections of land, and were we not estimating what would probably
e increase of value of those lands? Was not the whole calcu-
n hypothetical upon that assumption?
swer. I know this, that you told me that you owned between
0 and 7,000 acres of western land, as far as I recollect, and that
wanted it to lay there; and if it turned out well you would b
h $150,000.
estion. Did I not advise you to save money and invest it in these
s?
swer. You did advise me to buy a land warrant.
estion. Did I not say that I had sent some land warrants out
to be located there?
swer. I may be mistaken as to the number of acres you said you
d; it was a large amount, and I think it between 5,000 and 7,000
. And you said that if it turned out profitably you thought you
ld be worth $150,000. And I said I thought you were worth
,000 then.
estion. Was not the profit I talked about making based upon
dea that I would accomplish these investments, and that they
ld turn out as I expected?
swer. I have stated what I understood to be the fact—that you
you would make $30,000 out of the profits of the office, and also
if your land speculations turned out profitably you would be
h $150,000, and I said that I thought you were worth then
,000, and stated the amount of money you had been offered for
farm.
estion. Did I not own that farm before I was elected Clerk?
swer. Yes, sir.
estion. Something has been said about my building a house.

Do you not know that that house was commenced before I was elected Clerk; that I made the bricks for the house some years ago?

Answer. I know the bricks were made before you were elected Clerk.

Question. Was not the foundation for the house there for some time before I was Clerk?

Answer. Yes, sir.

Question. Did I not own the farm before I was Clerk?

Answer. Yes, sir; and it was the best farm in the county, and I think you had paid all for it except some $8,000, as you informed me.

Question. Had I not credit and means, and was I not considered a successful trader before I was elected Clerk?

Answer. I supposed that you could have commanded any amount of credit you wanted.

Question. Do you not know that I traded very largely, and had the command of credit?

Answer. You are a very prudent trader, and was always trading in stock, mules, &c.

Question. Have I not always had a large amount of stock on my farm, mules, &c.

Answer. Yes, sir; I think you have upwards of 100 now, and I do not know how many cows. I have always said I considered you wealthy before you came on here, and I consider you wealthy now.

Question. Did I not have pretty nearly all the wealth that you know anything about before I came here?

Answer. I do not know of any large amount of property that you have bought since. You have bought some slaves since you have been Clerk, perhaps two of them, a great many mules, and about $9,000 worth of land, and you have paid all but about $5,000 of that, I think, and I suppose your house has cost you some $10,000 or $12,000.

Question. Who were present in the room when this agreement about the three months' salary was made?

Answer. Mr. Acton, Mr. Baily, Mr. Greenlease, Mr. Stanton, and myself.

Question. Do you not recollect that Mr. Parker, Mr. Gordon, and Mr. Wallach were there?

Answer. I alluded to those who were interested in the agreement.

By the Chairman:

Question. Where did that occur?

Answer. Up in the General's office. And the General said that if we doubted his bringing us back and putting us in office again—to use his language—by God, I will cut your heads off now. That was his remark, and when I heard it I said, boys the thing's up.

By Mr. Cullom:

Question. Was not that in the room just as we were starting?

Answer. I cannot locate the thing positively; but these things occurred.

Question. Did I not merely make this announcement: gentlemen, you were desirous to go home, and have been applying to me for leave of absence to engage in the presidential canvass or something of that

kind, and you will therefore consider yourselves out of office during the vacation?

Answer. I do not recollect that.

Question. Do you recollect the language that elicited the remark that I made about cutting off your heads, now? Did not some one say to me—if you remove us you will not bring us back?

Answer. There was something said about engaging in politics. I know that I never would have made a speech for Fillmore, as much as I wanted him elected, if I thought I was to forfeit my pay to do so.

Question. Did not some one in the crowd remark that if they were removed I would not bring them back, and some one else would get his place?

Answer. My recollection is this: there were some remarks, I do not recollect by whom, that if you removed any of us there would be some editorial comments about it in some of the papers, and you said you would not remove any of us, but we should sign the pay-roll when we came back and endorse over the checks to those you should say.

Question. Was not that a proposition coming from some of those who were to be suspended?

Answer. I do not recollect who made the proposition.

Question. Was it not then that I said—if you doubt my word, I will cut your heads off now?

Answer. Yes, you said you would be damned if you did not cut our heads off then.

Mr. Cullom.—There is no need to swear about it.

Witness.—I am not swearing about it, I am only giving your language.

Question. Did we not leave for Tennessee that evening?

Answer. Yes, we left on the evening train.

Question. Were not you and I packing up then in my room?

Answer. We were all packing up.

Question. Was not my first arrangement changed at the request of those who were to be suspended, to avoid the matter being published in the papers? was not a proposition made to change my plans so as to let you assign your salary back, and did I not, upon reflection, assent to it?

Answer. I do not undertake to say from whom that proposition came. But I never considered myself removed from office, because we left under the condition that we should come back and sign the pay-roll.

Question. Was I not forced to adopt such a proposition coming from some one?

Answer. I do not remember that.

Question. When you returned, did you not endorse the draft back and leave it with Mr. Ingram?

Answer. I did.

Question. Did you not remain my fast friend up to the time when I told you that your office would expire with the session?

Answer. I remained your devoted friend until, as I have sworn here———

Question. Did you not until the time I notified you that your office would expire at the end of the session?

Answer. I was General Cullom's personal and political friend until I found out I would not get the $450. I had previously contended that he would do right about it, and pay it to us, as he had appointed no substitutes in our places.

Question. How could I appoint substitutes if I retained you in office?

Answer. That was a mystery to me, why we were called upon to sign the pay-roll and assign over our checks to others. But you said you had other friends to reward.

Question. Do you remember that within a very few days when you went out of office, as we were dining together at Mr Basey's, you presented a toast very complimentary to me?

Answer. Yes, sir; I did.

Question. Was not that very shortly before you left office?

Answer. I think it was.

Question. Repeat the language of that toast.

Answer. I do not remember one word of it, if I was going to leave the world, more than the Pope of Rome.

By Mr. Curry:

Question. Can you tell the substance of it?

Answer. It was complimentary, that I know.

By Mr. Cullom:

Question. Was it not complimentary to me as a gentleman in every point of view?

Answer. The truth of it is I had become very much attached to this little Campbell from Ohio. It is true we disagreed in regard to politics, and I complimented him and you together.

Question. How long was that after you had transferred this check back about which you have spoken?

Answer. I do not recollect the time when that supper was; whether or not it was at the baptising of the child at Mr. Basey's that he had named after you.

Question. Was it only a few days before you left here?

Answer. I think it was in the month of—— now I cannot be positive about it; but it was along in January, or perhaps, at the time of the Christmas holidays.

By Mr. Curry:

Question. Did you remain on friendly terms with General Cullom up to the time he spoke of your having stabbed him?

Answer. We never became unfriendly until the last conversation we had together.

By Mr. Cullom:

Question. Was it not after I had heard of your conversation with Zollicoffer that I sent for you and told you that you had wounded me?

Answer. Mr. Stanton mentioned the matter to Zollicoffer first, and then I had an interview with Zollicoffer, and he said that he thought that Cullom would do what was right about it. I also said that I

thought you would do what was right, until we had this last conversation.

Question. Did you ever mention to me about refunding the money to you?

Answer. No, because I never saw the money, and never knew where it went.

Question. Did you ever express any dissatisfaction to me about it?

Answer. Only in the conversation to which I have referred, when I complained that you had rewarded others who had been absent longer than I was, and had dropped Stanton and myself.

Question. When we left in August did I not pay you extra compensation?

Answer. Yes, sir, you paid me $360 extra compensation. Shortly after I got home, or perhaps on the day when we went down to the barbecue, you told me that Whittlesey had refused to audit your account on some technicality, and you did not get the money you had paid us for extra compensation, and said that I must pay it back to you; I said, very well, but told you that I had paid out all the money I had brought with me; when I came back here, I signed away the $450 according to agreement, and I then thought that it was probably to indemnify you for this extra compensation, especially after I found that no substitutes had been appointed; and upon the final adjudication of all our accounts up to the 28th of February, I complained about this $450.

By Mr. Curry:

Question. Where was this calculation made as to what General Cullom was worth?

Answer. In his room at his boarding house.

Question. Was the conversation about the profits of the office in a different place?

Answer. Yes, sir.

By Mr. Horton:

Question. Did General Cullom appoint a substitute in your place while you were absent?

Answer. No, sir.

Question. If he had appointed a substitute would you have considered that you had any reason to find fault with him?

Answer. No, sir, not a bit. I never would have opened my mouth about it.

J. J. BURNETT.

JOHN MCCLARIN called and sworn.

By the Chairman:

Question. Where is your place of residence?

Answer. Carthage, Tennessee.

Question. Were you connected in any way with General Cullom in his business as Clerk here?

Answer. I do not know that I was.

Question. Were you connected with him in any way in his private and personal transactions?

Answer. Yes, sir.

Question. What have been your relations with General Cullom?

Answer. I was his confidential disbursing agent, more especially when he was absent from his home.

Question. What is your occupation in Tennessee?

Answer. I am a merchant there, and have been for fifteen years and upwards.

Question. What was General Cullom's pecuniary circumstances before he was elected Clerk of the House of Representatives?

Answer. He was considered one of our wealthy men. It does not require so much to make a man wealthy there as it may in other places. But he was reputed to be a wealthy man, and I looked upon him as such.

Question. Did his wealth receive any considerable addition during the time of his clerkship?

Answer. I have been acquainted with General Cullom for eighteen or nineteen years, I reckon; and from the time of my first acquaintance with him his wealth has been annually increasing. As he increased in years he increased in wealth, and latterly the increase has been larger than formerly.

Question. As the ball increased in size, it grew the more rapidly in rolling?

Answer. That is the way I looked upon it.

Question. Do you know of any fact that would show or tend to show any corruption, official misconduct, or any bad faith upon the part of General Cullom, in the discharge of his duties as Clerk?

Answer. I do not know of anything of the kind in any particular. He placed some funds in my hands for disbursement; but I know not where he got them or how, and I paid them out according to his direction and orders.

Question. What amount of funds were placed in your hands?

Answer. I cannot say exactly; I suppose several thousand dollars.

Question. When were these funds placed in your hands?

Answer. I acted for him in pretty much the same capacity prior to his being elected Clerk, and continued to act as such during his clerkship.

Question. Is there any bank in your place?

Answer. No, sir.

Question. Did you act for General Cullom in the capacity a deposit banker?

Answer. No, sir; but rather, as his financial agent, to pay out the funds he placed in my hands according to the various demands of his plantation. I managed his business for him during his absence; that is, money was placed in my hands, and I paid it out according to his orders.

Question. Do you recollect what amount of funds were placed in your hands during the time he was Clerk?

Answer. I can come pretty near the amount, as I took a statement

'om my cash account before I came away. As far as I can reckon ow, the amount was $14,183 15.

By Mr. Horton:

Question. During what time was that?

Answer. The account to which I refer commences on April 11, 1856, nd runs along up to the present time.

By the Chairman:

Question. What did you do with that money?

Answer. I paid it out for a great many purposes; to the hands 'orking upon his plantation. He had a great many white men hired, nd also some negroes. He also had a great many workmen upon his uilding and such like. He also had some sawing done, and there 'ere the building expenses generally, I paid the money out for various urposes as the demands might arise.

Question. Up to the time that General Cullom was elected Clerk of he House of Representatives, what was his character and standing in he community where he lived as an honest man and a man of integrity n his dealings?

Answer. He has always been considered honest, upright, and correct n his dealings. That has never been disputed that I know of.

By Mr. Curry:

Question. Did you say that Cullom's property had increased as 'ears rolled on?

Answer. Yes, sir.

Question. And that it had increased more latterly than it did ormerly?

Answer. Of course, the increase was larger.

Question. How does the increase of the last two years compare with ormer years?

Answer. Much larger; the ball being large, as you might say, the increase was much more as the ball rolled.

Question. Has the increase been very much more?

Answer. I did not know exactly the extent of General Cullom's means, or what amount he may have had, as it were, in his pocket-book. He has added some land to his plantation. There has been some other increase of his property—I believe, a negro or two.

Question. Have his deposits with you during the last two years been much larger than during any preceding two years?

Answer. They were larger than for any other two years; in fact it was important for me to have a great deal of money there, as his building was going on rapidly while he was here, and it required a great deal of money to pay the workmen upon his house; to keep up with the carpenters, and other building expenses, all the time.

Question. Was money remitted you from this place?

Answer. A considerable portion of the money I got was through the hands of Mrs. Cullom, his wife; a part was from a gentleman named Mr. Hance, who had taken off to sell some stock from the farm. Another portion of it was from a gentleman named McDonald, for stock that he had sold.

By Mr. Cullom:

Question. Was not another portion of it for a large lot of mules that had been sold?

Answer. Yes, sir; by a man named McHenry; and the checks, drawn upon Mobile at a short date, were placed in my hands for collection, and I disbursed the proceeds.

By Mr. Curry:

Question. Was General Cullom embarrassed or in debt any when he was elected Clerk?

Answer. I did not consider him embarrassed by any means.

Question. Was he in debt any?

Answer. He had bought a plantation, and I think a portion of the purchase money was not paid; but I do not know about that. He may have owed a portion of that money.

Question. Did you ever hear him say anything about the profits of his office?

Answer. Yes, sir.

Question. What did he say?

Answer. He always represented his office as a very good one, and said that it was a very profitable one.

Question. Did you ever hear him say how much he had made or expected to make?

Answer. I do not know that I ever heard him say how much he had made. He may have said that he would make $30,000 or $40,000; probably more than that. Sometimes there would be a crowd around him, and he would be talking, but I do not know that he meant much by what he said.

By the Chairman:

Question. State what he said; the manner in which he said it; the time; the circumstances, and all about it?

Answer. Some of his countrymen being around him, he would tell them that he had got a good office, and, as he thought, a very profitable one; that he did not know what it would pay him, but he thought he would make some $30,000 or $40,000.

By Mr. Curry:

Question. Did he say he would make that out of his office?

Answer. Every one knew what the salary of his office was, but it was supposed that the opportunities for making money were great in his office. He explained the matter by saying that there were good opportunities offered to the Clerk of the House of Representatives to make money.

Question. Did he say what those opportunities were, at that time, or in any other conversation?

Answer. I do not know that he did. He spoke some about western lands, and said that gentlemen would sometimes come there from the West, when a man who had money could invest it well in lands. He said that at Washington city a man had better opportunities to invest money profitably in western lands than were usually offered in other

es, and that he had means of information in Washington that
e not come-at-able in Carthage.

By Mr. Cullom:

uestion. Did I speak of other investments in stocks?
nswer. You spoke about stocks; or, in other words, you said that
ething might be made out of land warrants, and sometimes by
ng advantage of the poverty of persons here in Washington and
ing up real estate at a low price; that so many opportunities were
ented in Washington that a man who had money could make
s.

By Mr. Curry:

uestion. Did he speak of that as part of the profits of his office?
nswer. He spoke of that as one of the advantages of being here
hat office, that it gave him access to means of profitable invest-
its through gentlemen calling upon him from different parts of the
on.

By Mr. Cullom:

uestion. Did I also say that having the office of Clerk here was an
orsement by which, when opportunities of speculation presented
nselves, I could borrow and raise sums of money that I could not
erwise do?
nswer. I think that one time you used this expression: that you
d borrow from $30,000 to $50,000 at any time; that your position
e you credit by which you could command any amount of means
you wanted.
uestion. In reference to the funds that have been placed in your
ds, do you not know that a great deal of it came from other sources
n my office?
nswer. I have already said that a considerable portion of it came
ugh the hands of Mrs. Cullom, and some from sales of your stock.
uestion. During many years past, has not a large amount of
ey come into your hands from me before I ever was Clerk?
nswer. Yes, sir; a good many thousands. In fact to make change
to save you the trouble of holding your money it was generally
in my hands. There is one thing I ought to state in regard to
amount of money which I stated had come into my hands during
past two years. Sometimes money would be placed in my hands
for one day. Whenever General Cullom gave me money I credited
with it, and when he drew it out I charged him with it. Some-
es when he drew out money, in perhaps a week's time he would
rn it, as he would find that he could not use it as he expected; he
ld therefore be credited with that money the second time. I recol-
that Mrs. Cullom gave me at one time $2,175, which was a part
2,500 which had been drawn out on his account a short time be-
; and it so happened that the gentleman to whom he gave it could
invest it as the General desired and it was returned.
uestion. Did not Mrs. Cullom also let you have money at other
es?

Answer. She let me have $800 at one time and $600 at another; so the account has been increased in that way, and I therefore thought it but right to make this explanation.

JOHN McCLARIN.

MARCH 8, 1858.

ELISHA WHITTLESEY recalled.

The witness read the following communication to the committee:

WASHINGTON, *March* 8, 1858.

GENTLEMEN: To avoid mistakes in my testimony in matters of record, be pleased to request the Hon. Howell Cobb, Secretary of the Treasury, to furnish copies of the following papers in the office of the Register of the Treasury:

1. The account of Hon. William Cullom, late Clerk of the House of Representatives of the Congress of the United States, as the same is contained and referred to in the report of the First Auditor, No. 125,854, dated in that office on the 5th of January, 1857, and admitted and certified by the First Comptroller on the 25th of March, 1857. Also a copy of said report.

2. The receipts of S. S. Stanton, J. J. Burnett, J. C. Greenlease, and William Baily, for money they acknowledged to have received of Mr. Cullom, as said clerk, for services rendered by them during the months of September, October, and November, 1856, if the same are on file and were allowed to the credit of Mr. Cullom.

3. That the said Secretary be requested to inform the committee whether Mr. Cullom, as such clerk, or as such late clerk, has asked to have any money carried into the treasury as having been refunded by him; and if so, at what time, to what amount, and to what account.

4. Also, that he inform said committee whether any account has been settled at the Treasury Department that Mr. Cullom presented, wherein he credited the United States or charged himself with the money contained in said receipts, or with any part thereof.

5. Whether an account is on file in that department, not finally disposed of, containing a credit or debit of the character mentioned in the last preceding inquiry; and if so, when it was filed.

This information I deem to be necessary in my further examination as a witness in the case of Mr. Cullom.

Most sincerely yours,

ELISHA WHITTLESEY.

Hon. HORACE MAYNARD, *Chairman, and the other members of the committee to investigate the conduct and accounts of the Hon. William Cullom, late Clerk of the House of Representatives.*

Chairman.—I was not aware that any such future examination was contemplated.

Witness.—The committee will recollect that I was asked if I knew anything further that would show, or that tended to show, any malfeasance or misfeasance upon the part of Mr. Cullom, and I said at

he time that I did not know of anything. I now wish this informa-ion for the purpose of more fully answering that inquiry.

Mr. Cullom.—In other words, you desire to appear upon the record s my prosecutor.

Witness.—I do not enter into any controversy with you upon that ubject.

By the Chairman :

Question. Mr. Ingram has suggested a matter to me of which I ave been requested to ask of you an explanation. In a letter, to hich I called your attention the other day at the request of Mr. ullom, addressed to the Secretary of the Treasury, in reference to his $10,000 requisition, you say that Mr. Cullom had applied for the oney to pay the second class but not the first; my attention has been alled to a list of persons furnished to you by Mr. Ingram very nearly otemporaneous in time with that $10,000 requisition, giving the ames of the persons he proposed to pay and the amount he proposed o pay to each. This list, as your letter shows, was afterwards proven o be, after close examination, strictly correct. The explanation I am equested to ask of you is this: How was it that with that paper in our possession, from the Clerk's office, giving the names of the per-ons to be paid—which persons you afterwards did pay—and the mount to be paid to each, you should in your communication to the Secretary of the Treasury represent this $10,000 requisition as being alled for to pay one class and not the other?

Answer. According to my recollection, after this requisition for $10,000 was asked for, entertaining the belief that it referred to the second class and not to the first, there was an effort made on the part of the office, as Mr. Cullom had not made a requisition to pay them, to ascertain who there were who did not come within the resolution of July 20, 1854. I think the correspondence will show, but I am not certain of that, that that list was got up in the Comptroller's office, and was referred to Mr. Cullom, or to Mr. Ingram as representing Mr. Cullom, for the purpose of ascertaining its accuracy. According to my recollection, that list did not proceed, in the first place, from the Clerk's office. My belief is that an application was made to the Clerk's office for the purpose of ascertaining who would come in under the other branch of the resolution. But as the letters are here they will show the whole transaction.

Question. Then, if it turns out, upon an examination of the record, that that list originated from the Clerk's office, and not from the Comptroller's office, will that show that you are mistaken in your recollection?

Answer. If that list was sent down from the Clerk's office without any application from the Comptroller's office, then I am mistaken.

Question. If it turns out, upon examination, that when they sent that $10,000 requisition, or shortly afterwards, they also sent a list of the persons to be paid, and the amount to be paid to each; will not that show that you were mistaken in your impression that they intended to apply the money thus asked for to one class and not to another, or,

in other words, that they intended to misapply it in the payment of one class?

Answer. No, sir; that does not follow.

Question. Would not that seem to be a complete answer to the supposition that they intended to misapply the money?

Answer. They did not send that list when they sent the $10,000 requisition.

Question. I said that if they sent a list then, or immediately afterwards, or shortly afterwards, would such a conclusion follow?

Answer. They never moved in the Clerk's office to pay that other class until, either by conversation or writing, they were requested to make application for that class of employés who did not come under the resolution of July 20, 1854.

Question. I understand the facts as you state them. But if the record should show such a state of facts as I have supposed, the question is, would such a conclusion as I have suggested follow?

Answer. I would prefer to have it proven that such is the fact before I make any concession.

Question. I do not ask you to make any concession. I ask the question only for my own information, as I shall be called upon to act upon this matter.

Answer. It is capable of being proven precisely how the transaction took place. If it be so that there was such a list sent at or about the time the requisition was drawn from the Clerk's office, without any application of any kind from the Comptroller's office, and before my letter was written to the Secretary of the Treasury, then I admit that I was mistaken.

Question. Do you recollect how long it was after that list was gotten up or made out, that the payment was made at the treasury?

Answer. It was just as soon as we could ascertain whether the list was correct or not.

Question. My attention has been called by Mr. Ingram to the following letter—B No. 13, Treasury Documents—addressed by you to Mr. Cullom:

"TREASURY DEPARTMENT,
"*Comptroller's Office, September* 26, 1856.

"SIR: By instructions of the Secretary of the Treasury, I transmit to you treasury draft No. 2,381 for $23,975, to pay to the respective persons the usual extra compensation embraced in the resolution of the House of Representatives of the 15th of August, 1856, whose names are in the list I send you, and which agrees with the list or roll furnished from your office."

"Hon. WILLIAM CULLOM,
"*Clerk of the House of Representatives.*"

I am requested to ask what the sentence "which agrees with the list or roll furnished from your office," would seem to show?

Answer. I think the examination of the papers will show that the roll was called for by the Comptroller's office, and was not voluntarily furnished by the Clerk's office.

By Mr. Curry:

Question. Was that application made by the Comptroller's office erbally or in writing?

Answer. I think it was made in writing.

By the Chairman:

Question. I am requested to call your attention to the following etter, addressed by you to the Secretary of the Treasury—B No. 9, Treasury Documents:

"TREASURY DEPARTMENT,
"*Comptroller's Office, September* 24, 1856.

"SIR: I return to you the list of employés furnished by the chief clerk f the House of Representatives, showing the names of the persons he upposed were entitled to the benefit of the fore part of the resolution f the House of Representatives of August 15, 1856, embraced by hese words, to wit: '*Resolved*, That the Clerk be directed to pay, ut of the contingent fund of the House, the usual extra compensation o that class of employés who received the same at the last Congress.'

"The accuracy of the list has been thoroughly and satisfactorily ested, in my opinion, by an examination of the accounts of Mr. Forey, late Clerk of the House of Representatives, to ascertain the class f persons or employés who received the usual compensation at the 3d Congress."

"Hon. JAMES GUTHRIE,
"*Secretary of the Treasury.*"

Would not that imply that the Clerk's office furnished the list?

Answer. I have no doubt that they furnished a list, but my impression s that it was first asked for by the Comptroller's office.

By Mr. Davis:

Question. Will not the record and papers here show that fact?

Answer. I should think so; though I cannot say that everything vas sent from the Comptroller's office, in obedience to the call of this ommittee. If I wrote to Mr. Ingram or to Mr. Cullom upon this ubject, the letters will be found to have been recorded in the Comptroller's office. It might have been requested of them verbally, but I o not think so.

Mr. Ingram. I never had any conversation with you at all upon this ubject.

By the Chairman:

Here is another letter to which I am requested to call your attenon—B No. 4, Treasury Documents. It is addressed by you to the ecretary of the Treasury, under date of September 12, 1856. In it find the following parapraph:

"This will be accompanied by a requisition of the Clerk of the House f Representatives, by his chief clerk, W. P. Ingram. It contains a ll of the names, and the amount to be paid to each."

Witness. As I said the other day, there seems to be a confusion oncerning the facts in regard to this transaction.

Chairman. I have called your attention to this matter because I thought that it was but an act of justice to you, in order that you might have an opportunity to explain it. I can readily see how, in the ten thousand transactions that you were engaged in while in the Comptroller's office, you might not be able to recall them all correctly here; and I have been exceedingly surprised at the astonishing accuracy with which you have referred here, in a mere verbal examination, to dates and matters of record.

Witness. As I said when explaining the other day, my mind is not exactly satisfied or settled as to the correctness of all these matters. With the permission of the committee, I desire to ask a question, informally, of Mr. Ingram. (To Mr. Ingram.) Did you ever make any requisition for the twenty-three thousand nine hundred and odd dollars transmitted from the Treasury Department for the payment of this extra compensation?

Mr. Ingram. I made a requisition for ten thousand dollars.

Witness. Did you ever make any other requisition in reference to that extra compensation?

Mr. Ingram. I did not.

Witness (to the committee.) I am pleased that Mr. Ingram sustains my recollection in that particular.

ELISHA WHITTLESEY.

JOHN C. RIVES called and sworn:

By the Chairman:

Question. What is your residence, and official connexion with the House of Representatives?

Answer. My voting residence is in Maryland, but my place of business is in this city, where the most of my time is spent. My official relation to the House of Representatives is that of reporter of its debates.

Question. How long have you held your official relation, in that character, to the House of Representatives?

Answer. From 1846 to the present time continuously.

Question. Have you had any business transactions with Mr. Cullom, as late Clerk of the House?

Answer. I have received from him, or from his chief clerk, Mr. Ingram, money for the Congressional Globe, and for some other printing that I have done for the House; nothing else that I now recollect.

Question Did you ever furnish him, or any agent of his, with any books published at your office?

Answer. I furnished Mr. Taylor, of the firm of Taylor & Maury, of this city, with thirty sets of the reports of the Secretary of the Treasury on finances. I understood they were for Mr. Cullom, to be furnished to members of the House.

Question. What books do you publish that have been furnished to members of Congress by resolutions of the two houses of Congress?

Answer. The reports of the Secretary on Finances; the Diplomatic Correspondence; and the Congressional Globe and Appendix.

Question. Did you furnish for the use of the House of Representatives, any of these works during the last Congress, excepting the copies you have mentioned as furnished to Mr. Taylor?

Answer. No, sir.

Question. Were you ever applied to by Mr. Cullom, or by any one for him to furnish any books?

Answer. On the 21st of March last, Mr. Hugh Tyler asked me into Mr Cullom's room. Although he did not mention the subject, I thought I knew what he desired to speak to me about, and felt satisfied that it was in regard to furnishing books to supply members of the House. I would not answer him upon that subject, though I did go into the room. Mr. Cullom met me in the street, probably in March or April last, or perhaps it might have been in May, and told me that he had been to my office about twenty times to see me about these books, and had not been able to see me, and asked me when he could see me. I said that he could see me at any time. He asked me if he could see me on that day, and I said that he could see me at any time within three or four hours from that time. But I never saw him afterwards about that matter. When I went back to my office, I asked my clerk why he had not informed me of Mr. Cullom having been there so often. He said that he knew Mr. Cullom well, but had never seen him there.

Question. I am requested to ask you whether you ever received an order from Mr. Cullom, or from his office, for a number of copies of books?

Answer. I received a verbal communication—which I understood to be an order from Mr. Cullom's chief clerk, as Mr. Cullom was not here—from a Mr. Bailey, for fifty copies of the Congressional Globe and Appendix. I told Mr. Bailey I would furnish them. I made out a bill and a receipt for that amount of books, and brought it up here to the Capitol. The books were not delivered, but were ready to be delivered. I saw Mr. Ingram after a while, and he told me that he could not pay the bill until Mr. Cullom came back, as he did not want the last six volumes in each set. I had made up the sets of forty-three volumes each. I left Mr. Ingram. When Mr. Cullom came back, I saw him, and he said he did not need the last six volumes of each set. I understood him to say that Mr. Cobb, the Secretary of the Treasury, had said that he should not furnish the last six volumes. I replied to him laughingly, as far as I can recollect, that if Mr. Cobb would say so, I would remove the war from him to Mr. Cobb.

By Mr. Cullom:

Question. Did I not say that my construction of the resolution was that it directed me to furnish the same books to members of the 34th Congress, that were furnished to members of the 33d Congress, comprising the first 37 volumes of the Congressional Globe and Appendix?

Answer. You may have said so. But I said you had to take the full sets or take none, for I would not break a set for government or anybody else, for if I did so, I would have to reprint the first volumes before I had disposed of the later volumes. I did not think it worth while to call on Mr. Cobb immediately. But a month afterwards or

thereabouts, I saw him and spoke to him about the matter. He said that in giving his opinion he had intended to be understood as saying that so far as the first part—the indemnity part—of the appropriation was concerned, it covered only the 37 volumes that were published at the time the resolution of July, 1856, was passed, and under which were purchased those books for which the Clerk was to be indemnified. But he said that he considered that so far as the latter part of the appropriation was concerned, relating to the purchase of books after that appropriation was passed, it required that full sets should be purchased. But he said that matter was Mr. Medill's business. I called upon Mr. Medill, the First Comptroller, and he said that it was his opinion that full sets of 43 volumes should be furnished to libraries, under the latter part of the section appropriating money to carry out the resolution of July, 1856. But that he had decided that the indemnifying clause of that appropriation, covering the purchases made under the resolution of July, 1856, and before the subsequent session of Congress, only embraced the 37 volumes that were published at the time that resolution was passed.

By the Chairman:

Question. Did you furnish the Clerk of the House the fifty sets you have referred to?

Answer. I did not.

Question. Did you refuse to furnish them for the reason you have stated?

Answer. I refused to furnish them for the reason that I would not sell to government or anybody else, a portion of the sets comprising the first volumes, because I had the last six volumes stereotyped, and if I sold the first volumes, and not the others, I would have to reprint them before I had disposed of the last six volumes.

Question. Could these books published by you, have been obtained at any other place or of any other person than you?

Answer. I think they could not, though they might have been.

Question. Do you know whether there was still remaining in this city, unboxed and undisposed of, any copies of the same works?

Answer. I do not.

Question. Do you know whether members of Congress have been in the habit, to any extent, of selling their books, either to book-sellers in town here or to any other persons?

Answer. I have heard of such a thing, but I do not know it to be so. I believe it has been done to some extent.

Question. I am requested to ask you if you ever bought any such books yourself?

Answer. The appropriation to pay for supplying the members of the House of Representatives with twenty-four copies of the current debates of the session—the current set as it is called—was insufficient to pay for the books to be furnished to Mr. Whitfield, the delegate from Kansas, and he did not get them. When he came back here he wanted me to let him have the money for those books, and I gave him an order for the same sum of money that I would have received from the government if I had delivered the books. I would rather have

had the money than to have retained the books, but to accommodate him I let him have the order for the money. But those books were not the full set. He did not obtain the books at the time the others got them, and afterwards he did not need them.

Question. Did he ever get the books?

Answer. I do not suppose he ever did.

By Mr. Davis:

Question. Were the books which you refer to, the twenty-four copies to which each member is entitled at every session?

Answer. Yes, sir.

Question. How much money did you let him have?

Answer. I did not let him have any money, for the money for the books never came into my hands at all.

Question. Then you let Mr. Whitfield have the same money that you got from the government?

Answer. I gave him an order for the same amount that I would have got if I had delivered the books to the government, but I never did have the money myself at all.

By Mr. Curry:

Question. Were those books the same as are included under the book resolution?

Answer. No, sir; they were the twenty-four copies of the volumes of the current debates published during the session, which are furnished to every member of Congress at each session. The books under the book resolution comprise one copy containing all the volumes that may have been published both for that session and all the previous ones.

By the Chairman:

Question. I am requested to ask you if that is the only instance that you know of books being either bought or commuted for money, either by yourself or by any person for you?

Answer. That is the only instance I recollect.

By Mr. Cullom:

Question. Did you not buy twenty volumes of the Globe, voted to Mr. Kidwell, of Virginia, for distribution, of him?

Answer. Not that I know of. I never bought any man's full set of books that I now recollect.

Question. Was there not some commutation, which is the same thing as a purchase, made with Mr. Kidwell?

Answer. Mr. Kidwell may have made some such arrangement. I have understood at my clerk's office that some members have got speeches and left the current volumes of the Globe to pay for them.

Question. Were the books left with you?

Answer. Not the full set of books under any book resolution, but only the current volumes. If you will examine my clerks they will tell you that, though some members have said they would rather have speeches than the books, I have always objected to any such arrangement. I never have purchased a full set. I attempted once to obtain a particular volume that I wanted by purchase of a full set from some

person in Ohio at five dollars a volume, but I got cheated in that matter, as the volume that I wanted I did not get.

Question. Did you not retain twenty volumes of the Hon. Mr. Kidwell's Globes, for which you were paid the full price by the government as though you had delivered them?

Answer. I had no such transaction. My clerks may have done something of the kind in the settlement of an account.

Question. Do you not know that the records of the Clerk's office show that fact?

Answer. I do not know your records; I know mine tolerably well.

Question. Did you not also buy twenty volumes of Hon. Volney E. Howard in the same way?

By Mr. Horton:

To Mr. Cullom. Do you refer to the current volumes or to the full set of books?

Mr. Cullom, (referring to a paper in his hands.) It says: "To which I am entitled as member of the House."

Answer by the witness. I do not recollect of purchasing a member's full set of books. It never has been done to my knowledge. I have never desired to do it.

By Mr. Cullom:

Question. Did you not also purchase books of the Hon. W. Sprague; not only the current volumes of which you speak, but also those included in the library branch of the department—the Congressional Globe and Appendix, the Attorneys' General Opinions, and the Finance Reports, to which he was entitled as a member of the thirty-first Congress? Did you not retain those books, charge them to the government, and receive the money for them the same as though you had delivered them?

Answer. I recollect no such transaction. I do not recollect who Mr. Sprague was.

Question. The committee can see whether you are right by calling upon the Clerk's office for documents left on file there by my predecessor, Colonel Forney. I will also ask you if you did not purchase of the Hon. John W. Thompson, late member from Virginia, his entire set of the Congressional Globe and Appendix, to which he was entitled, to be credited in your office on his account with you?

Answer. Not that I know of.

Question. Did you not file these orders in the Clerk's office, and retain the books in your possession?

Answer. My recollection is positive that I never applied to any member for, and never bought of any member, his set of books.

Question. Has not that been done through your agent?

Answer. I do not know what my clerks have done. I know that members have often offered me their current volumes in settlement of their accounts, and I have said that I would rather let their accounts stand over, even if I lost them, than to take their books. But I suppose some of them have gotten them in order to pay their accounts. I never purchased a full set in my life, and never desired to purchase a full set.

Question. When I was a member of Congress did I not have an

count with you for printing speeches, which we let stand over under greement?

Answer. I think it very likely.

Question. Do you not remember that before I left town, as we were lking about settling my account you asked me if I needed all my Globes, and proposed, if it was agreeable to me, to take enough books balance my account?

Answer. No, sir; I never made such a proposition to any man. The proposition has been made to me, but I have always opposed it.

Question. Do you recollect the conversation?

Answer. No; I recollect nothing of the kind; but I recollect my abits of doing business.

Question. I will ask you then how has it been in regard to other ersons?

Answer. I certainly have never requested such a thing. It may ave been done in my office to settle an account, but that was not for full set.

Question. I will also ask you if you did not, a short time since, ithin the last year, buy back a great many Globes and other books hat had been bought in by parties in this city?

Answer. I bought from Mr. John F. Callan a hundred and odd olumes, for the purpose of obtaining the eight sets of the compromise ession of 1849 and 1850, as I could buy all the volumes as cheaply s I could buy the eight.

Question. Of whom else have you bought these books?

Answer. Of no one that I recollect.

Question. Did any agent ever do it for you?

Answer. Not that I know of; I never had any agency to buy my books, because I was opposed to it; I had the books myself to sell, and lid not want to buy them.

Question. Did you not buy some of Mr. Dieth, of Georgetown?

Answer. I bought some odd volumes of the Congressional Globe, as wanted some of the first volumes and had to take a large number in rder to get them.

Question. Did you ever buy a lot of Mr. Shillington?

Answer. Not that I know of.

Question. Did not your agent do it?

Answer. Not that I know of; I never had any agent to buy up Globes for me.

Question. Did you honor the act of your agent by paying Mr. Shilngton for a lot of books?

Answer. I never paid him for anything of the kind. I speak so ositively for I know my mind. In regard to Mr. Dieth, I wanted e first volumes to avoid reprinting, and took as many as I could get, it I had to reprint after all.

Question. Were not all your purchases at a discount?

Answer. I do not know; I think I made an exchange with Mr. ieth.

Question. How was it with Mr. Callan?

Answer. I bought a hundred and odd volumes of him to get eight ts of the compromise session, of which I was getting short.

Question. How much did you pay him for them?

Answer. I think it was $200; I was after the eight sets of the compromise session, and could get the hundred and odd volumes as cheaply as I could get the eight sets.

Question. Then it appears that you were enabled to get the eight sets of the compromise session, though they were so much sought for?

Answer. Mr. Callan had been asking me for years to buy them of him.

Question. Did you ever buy any books from Mr. Morrison that he had left over after filling the orders of Colonel Forney?

Answer. Not that I know of.

By the Chairman:

Question. Could these books have been procured, except from you, to carry out the resolution of the last Congress?

Answer. My opinion is that complete sets could not have been obtained to the number that General Cullom was in need of. But the thing was possible, for the books had been printed.

Question. How many copies had been printed and sold previous to that time?

Answer. I suppose I had sold to Congress, first and last, 700 or 800 complete sets.

By Mr. Horton:

Question. Did you sell many to private individuals?

Answer. Rarely of late years, since they have increased to so many volumes.

By the Chairman:

Question. Have any sets been furnished to the departments?

Answer. To some, but not all of them. I think I furnished the Comptroller with a set, and I think they have a set in the Treasury Department.

Question. Do you know whether members who had received these books had taken them away or had disposed of them to booksellers and to other persons?

Answer. I have heard that members have so disposed of their books, but do not know it.

Question. Do you know whether General Cullom, while he was Clerk of the House, furnished books to members under the resolution of the last Congress? Do you know whether it was possible for him to have done so, and to what extent it was possible for him to have done so? Have you the knowledge of any facts in your possession that will enable you to answer this question?

Answer. I do not know that he has furnished such books; but I know that Taylor & Maury, and Shillington have accounts that they have furnished these books. I furnished Mr. Taylor with an imperfect set. He came into my office and wanted to get a set of me at less than the regular price. I had a set on my counter which I said he might have, but I told him that it was imperfect. It was a set of odds and ends, the binding not at all regular. He wanted to know if the bind-

ing could be changed, but I said I could not I told him the books were imperfect in other respects, but he said Mr. Cullom would take them, no matter what they were. I think his precise words were, "He will take anything."

By Mr. Cullom:

Question. When did you furnish Taylor with these books?
Answer. Not till late; not till September or October.
Question. Was it under the indemnity resolution?
Answer. It was long after that resolution was passed.

By the Chairman:

Question. I think that you have misapprehended the force of my question. My question is this: Whether it was possible for Mr. Cullom to have furnished sets of these books, published by you, to members, to the number of 25 or 50, not having procured them of you, as you have testified? Could he have obtained that number of sets elsewhere?

Answer. I think it is possible, but I do not think it all probable, though they were printed.

Question. Do you know of the Clerk having obtained any of the books required of any parties in this place?

Answer. I have seen a statement that he purchased some of Mr. Shillington and some of Taylor & Maury. I do not know of any other party who, it is said, sold him books. I saw one copy on Taylor & Maury's counter, and I understood that it was to go up to the Capitol. It did not contain the right number of volumes, but it might have been a full copy by having two volumes bound in one. I never sold them a set, except the imperfect one I have mentioned. It contained an imperfect volume that Mr. Smith, of Virginia, had received among his books, and which he had brought back and exchanged.

By Mr. Cullom:

Question. Do you know what Mr. Taylor did with those books?

Answer. I do not; but when I told him that they were imperfect he said you would take anything.

By the Chairman:

Question. I have been requested to ask you if you ever got pay for the Congressional Globe from Mr. Cullom before the sheets had been prepared and furnished to the binder?

Answer. I do not recollect. He may have paid me before all the sheets were furnished to the binder, but not before I got the binder's receipt; every sheet of the index may not have been printed.

Question. I wish you to state whether, in consequence of the Clerk paying you any money for the Globe, or for any other consideration, you ever gave him or promised to give him, or are to give him, or is it understood that you will give him, any bonus, money, or consideration of any kind?

Answer. No, sir; nothing to him or any one else.

By Mr. Cullom:

Question. Did you present to me, last August was a year ago, accounts for the Congressional Globe and Appendix for the first session of the 34th Congress, amounting to between $30,000 and $40,000, the sheets of which were not all printed and furnished to the binder for four or five months thereafter?

Answer. I do not know. Sometimes we stereotype the pages, and do not print them all until after Congress adjourns.

Question. I refer to about the 29th of August, when you presented your account to me, with the receipt of the binder for the sheets. Do you recollect that?

Answer. I do not think I had all the sheets printed by that time.

Question. Was it not necessary to get the binder's receipt before you got the money?

Answer. Yes, sir.

Question. Did you not file the binder's receipt with me, and draw money from me, as the disbursing agent of the government, for work done which was not completed for four months afterwards?

Answer. Some of the sheets may not have been printed. I suppose they were not all printed when I got the binder's receipt.

Question. Did you let me know at that time that the work was not all done?

Answer. Not that I know of.

By the Chairman:

Question. Do I understand you to say that you did not get the binder's receipt until you delivered the sheets to him?

Answer. The sheets were not all delivered, and, I suppose, if I got the money, I must have had the receipt. My opinion was, that I had no right to deliver up the binder's receipt; but it was the custom, and I did it. I think the sheets were not all delivered, but they were stereotyped. When Congress makes three or four sheets a day, we go right on with the printing of the days, one after the other, to furnish the present call, and do not print from the stereotype plates until after Congress adjourns. I am confident the sheets were not all printed when I got the binder's receipt, but the binder never had to wait for them after he applied for them. They were finished and ready for him months before he was ready for them.

By Mr. Cullom:

Question. Do you not know that the binder bought his materials for binding upon the expectation of getting the sheets in time? and was he not protested, and had to obtain money to take up his notes at heavy sacrifices?

Answer. I never heard of such a thing.

Question. Did he not repeatedly complain to you that he was suffering great shaves because he could not get the work to do and draw money from the government?

Answer. No, sir; but I have often complained to the binder because he did not take the sheets away from my office.

ıstion. Will not your memory serve you as to the time you de-
l the sheets?
ıswer. My memory will not serve me to tell that. My man has
ceipt, I think. The binder would not call for the sheets.

By Mr. Curry:

ɛstion. Is there an index to every volume?
ıswer. That has been the practice of late.

By Mr. Cullom:

ɛstion. Did not the binder say that he did not want the sheets
he could get the index?
swer. I understood he did not want to be encumbered with the
ı, even if he did get the index. My foreman knows all about

By the Chairman:

estion. Do you know of anything else in reference to book trans-
ıs on the part of the Clerk—of any other fact that is at all per-
t to the matter we are now considering?
swer. I think I know one fact that is pertinent. About the
le of January last I saw in the St. Louis Democrat a statement
e condition of the Mercantile Library of that city. On the 18th
ıuary I wrote to the treasurer of that library, and inquired
ıer the member in his district had deposited in that library the
ı ordered by Congress—the Congressional Globe and Appendix,
ıatic Correspondence, &c. About ten days afterwards I re-
l a reply to my letter, in which the writer informed me that he
eceived only thirty-two volumes of the Congressional Globe and
ndix, and not a single volume of the Diplomatic Correspond-
I was just about starting for New York when I received that
, and put it away in my bank book, where I thought I could
to it easily upon my return. I have looked for it since and have
een able to find it.

Chairman.—The inferences are of no weight, and his statement of what he supposes to be fact amounts to nothing, except so far as they can aid us in inquiry, so as to get the information necessary.

The witness.—That is the only library I have written to. But I am confident that the libraries cannot show that they have received complete sets of the books ordered.

Mr. Cullom.—I suppose my receipts will show what books were delivered.

Witness.—The Hon. Mr. Spinner, of New York, told me that he had sent to the library in his district the publication I had made in regard to this matter, and showed me a letter he had received, stating that the books that had been received at that library were odds and ends and every such thing. I saw the letter; it was sworn to by the librarian. And the Hon. Mr. Bliss, of Ohio, told me that he had received a letter in reference to the books delivered to the library, I think, at Oberlin, on his account, and stating that the books were odds and ends, and not perfect copies.

By Mr. Cullom:

Question. Does anybody in the United States publish the Congressional Globe and Appendix but you, or has any one ever done so?

Answer. No, sir.

Question. Is there a set of those books in circulation except those you have yourself sold to the government?

Answer. Very few; I have sold some few to libraries and others.

Question. Did all that are in circulation come from your office?

Answer. Yes, sir.

Question As an officer of the House, as the reporter of the House, is it not your duty to publish and circulate none but perfect sets?

Answer. I never did, that I know of.

Question. Then all the sets you have sold were perfect?

Answer. All but the set I have mentioned I sold to Mr. Taylor; and I told him at the time they were imperfect.

Question. Then, if I purchased and delivered the very books which you have published and sold, and your contract to publish the debates of Congress, am I any more liable to just and obnoxious censure, if they should prove to be imperfect, than you would be, as the publisher, whose duty it was to supervise the publication of these books and see that they were all perfect?

Answer. So far as I know, all the sets I have published and bound have been perfect; but subscribers who receive the sheets as they are published have got the sets bound themselves. I have not been the only binder. I got bit by one of these outside sets myself; but I believe that all the sets I have bound have been perfect.

By Mr. Curry:

Question. What do you mean by an imperfect set?

Answer. I mean where there are not the proper number of volumes, and where the sheets in the volumes are lacking the proper number. I recollect that the volume I exchanged with the Hon. Mr. Smith had ninety-six pages wanting in one place.

By Mr. Davis:

Question. Did Mr. Smith get that volume of you?

Answer. I suppose he did, but I do not know.

By Mr. Horton:

Question. In regard to the perfectness of the sets to which you have eferred, in what respect were they imperfect?

Answer. I cannot tell. I think it likely that some of the sets I have ound have been imperfect; but I recollect of selling no such copy, xcept the one I sold to Mr. Taylor, and I told him at the time that t was imperfect.

By Mr. Davis:

Question. Do not these books get into circulation in this way: A nember of Congress gets a set of books and takes them home with im; he dies, and his administrator, or some one, gets hold of them nd sells them, and they find their way back here?

Answer. I suppose that is done sometimes. I received a set of American State Papers and Diplomatic Correspondence from the vidow of a former senator from Arkansas. They were sent to me by he widow, through Hon. Mr. Johnson, of Arkansas, to be sold. Jpon examination, I found that the Diplomatic Correspondence was ot perfect.

Question. Is that all you know pertinent to the matter under con-ideration?

Answer. I think it is.

By Mr. Curry:

Question. You state, in your editorial in the Globe of December , 1857, that Mr. Cullom rendered an account to the Treasury De-artment for books not authorized to be furnished by the action of the louse of Representatives. What books were they?

Answer. The American State Papers and Documentary History of he United States. Mr. Cullom said that he had furnished these books efore he knew what the resolution was intended to embrace. The American State Papers and the other books were not included in the rovision of the law to furnish libraries. I wish now to say to Mr. ullom, in reference to his statement, that I had misrepresented him s saying that he had purchased so many rights of books for mem-ers; when he had said that he had purchased so many sets, I in-rred that he had purchased so many rights, from understanding all round me that he was borrowing money to purchase rights. That as an inference of mine; but I considered, from what I had heard, at the two terms were synonymous.

By Mr. Cullom:

Question. Now, in relation to the inquiry of Mr. Curry as to my rchasing books not included in the provision of Congress, do you ot mean, in other words, that I had transferred more books than I as bound to do under the resolution of July 7, 1856?

Answer. The resolution of the House of July 7, 1856, ordered you purchase such books as had been delivered to members of the 33d

Congress. You claim to have purchased twenty-four sets of book I say that there were a good many books put down in your receip as delivered which were not included in the provision of the law March last.

Question. Was not the account for the exact amount of mon covered by the resolution?

Answer. The resolution of July 7, 1856, was simply a resoluti authorizing the Clerk of the House to deliver to the new membe such books as had been delivered to the new members of the previo Congress. You claim to have purchased 24 sets before the action Congress on the 3d of last March had limited you to fewer books.

Question. When you say that there were books included in r vouchers not ordered by the resolution of the 7th of July, do you me to say that I charged more than is authorized by that resolution?

Answer. No, sir.

By Mr. Curry:

Question. Do you, of your own knowledge, know of any membe having given receipts for books which they did not receive?

Answer. I do not, of my own knowledge.

Question. Have you ever heard any members of Congress say the had done so?

Answer. I have not.

Question. Have you ever heard any member of Congress say th he had receipted for books, and got money in place of them?

Answer. I have not.

JOHN C. RIVES.

MARCH 11, 1858.

WILLIAM MILLWARD called and sworn.

By Mr. Curry:

Question. Were you a member of the last Congress, and was th your first term?

Answer. Yes, sir.

Question. From what State?

Answer. From the State of Pennsylvania.

Question. Did you have any transaction with Mr. Cullom, l Clerk of the House of Representatives, in reference to the books to furnished to members?

Answer. Nothing further than to receive them and give a receipt for them.

Question. At what time did you receive the books?

Answer. I do not recollect the exact day; I think it was in Ju or August of the first session of the last Congress, before I left home.

Question. Did you receive all the books?

Answer. I presume I did. General Cullom said if they were r right he would make them right.

Question. Were they all delivered to you at the same time?

Answer. Yes, sir.

or them?
er. None, whatever; I never had any financial operations
n in my life.
ion. Nor with any of his clerks?
er. No, sir.

y Mr. Curry:

ion. Do you know of any members of Congress who received
or their books, or instead of their books?
er. I do not.

y Mr. Davis:

ion. Do you know of any misfeasance, malfeasance, or cor-
of any kind or character on the part of General Cullom, or of
is clerks acting under him?
er. I do not, either directly or indirectly. I do not know as
any of his clerks; I never had any connexion with them.

WILLIAM MILLWARD.

GREENLEASE called and sworn.

y Mr. Davis:

ion. Where is your residence, and what has been your occu-
uring the last two or three years?
er. My residence was in Missouri before I received an ap-
nt under General Cullom. For the last two years my
on has been that of clerk under General Cullom.
ion. In what capacity were you employed by Mr. Cullom?
er. On the maps of the public lands.
ion. At what time were you appointed?
er. On the 11th or 12th of February, 1856, I think.
ion. When did you go out of office?
er. On the 12th of December, 1857, after the new Clerk of
se of Representatives was elected.

one day, when there were several of us in his room, he remarked to us that he had been pestered to death for some crumbs of his patronage. Before that he had said to us that while we were away we must consider ourselves out of office. Some one remarked that the newspapers would get hold of it. Then it was suggested, I think, by General Cullom, though others think it was not by him, that it would be just as well for us to sign the pay-roll when we came back, and endorse our checks over to those who might be substituted in our place while we were away. The agreement was carried out when we came back here.

Question. Was any one employed in your place while you were away?

Answer. No, sir; I was here on three occasions during the time of the leave of absence, and went into the office and found no one there in my place.

Question. Did you sign the pay-roll and endorse the checks when you came back?

Answer. Yes, sir; I do not remember whether it was one check for all three months, or three checks, one for each month; but it was for the three months' pay.

Question. To whom did you deliver your check after you had endorsed it?

Answer. To General Cullom's chief clerk, Mr. Ingram.

Question. Has the money ever been paid by the government on that check?

Answer. I do not know.

Question. To what sum did the three months' pay amount?

Answer. To $450, or at the rate of $1,800 a year.

Question. After you returned, at the expiration of the three months, did you resume your duties and receive your pay during the time you then served?

Answer. I did.

By Mr. Cullom:

Question. Do you say that you applied for leave of absence, which I granted, for the three months during which your pay was retained?

Answer. I applied for leave of absence, but not for three months.

Question. Was the agreement to retain your pay made by all who were dropped?

Answer. Yes, sir; it did not need my assent, but I agreed to it.

Question. Was it not agreed to by all the clerks who were dropped, who were then present?

Answer. It was.

Question. Do you say that my first proposition was that you should all consider yourselves out of office while you were absent?

Answer. Yes, sir.

Question. Now, will you tax your recollection as to who it was who said that if that was done the letter-writers and newspapers would get hold of it?

Answer. I do not recollect by whom that was first said.

Question. Was it made by some of the clerks?

er. I think it was.
ion. Now, will you tax your recollection as to who first made gestion to permit your names to remain on the pay-roll, and you transfer the checks for your pay when you came back, uld answer the same end?
er. I have always been under the impression that the proposi- ıe from you.
ion. Did I propose it, or merely assent to it?
er. I have always thought that you proposed it, and I have ıaid so; that has been my impression ever since, though I may ıken in that impression.
ion. At all events, were not all whose names were dropped at the time, and did not they all assent to the arrangement?
er. Yes, sir.
ion. Did you, upon your return, carry out the agreement upon rt?
er. I did.
ion. Did you receive your entire salary from the date of your ment to the time of my going out of office, with the exception hree months' pay?
er. Yes, sir, I did.
ion. Was that three months' pay retained according to our ent before I then left.
er. It was.
ion. Where was this agreement made; at my private room oarding house?
er. Yes, sir.
ion. What other persons were present when that agreement ade besides those who were dropped, according to the best of collection?
er. I think their names were Robert Bates, Joseph N. Gordon, t P. Wallach, A. R. Parker, and Rufus Prentice.
ion. Was I packing up my trunk in my room to leave at the is arrangement was made, and did I leave that evening?
er. Yes, sir.
ion. Did you go with me to the boat that evening, with Mr. ?
er. I saw you start from your room, but did not go to the believe Mr. Gordon did go.
ion. Did I not state, during the conversation that occurred at ıe, that it was incompatible with my sense of official duty for of the government in our position to do more in politics than according to our various predilections?
er. I think something was said about that, but I do not now er exactly what it was.
ion. Have you not heard me say that I would not actively ate in politics myself, and would not permit it, or consent to ıy of my clerks while in office?
er. I think I have heard you say so several times. And I for myself that I had nothing to do with politics myself.
ion. Did I not say that my clerks comprised those of different

politics, and that I would exercise no espionage over any gentleman on account of his political opinions, but I would not allow any of them to take the stump actively in the political canvass?

Answer. I think I have heard something said like that.

Question. Do you not know the fact that my corps of clerks were made up of all parties, the preponderance being democrats?

Answer. Those in the map office were mostly know-nothings.

Question. I mean all my corps of appointees here and in the map office; were not the preponderance of them democrats?

Answer. Yes, sir, I think they were. You had democrats, know nothings, and black republicans all together.

By Mr. Curry:

Question. Do you mean to be understood as saying that this agreement concerning retaining your three months' pay was rather compulsory upon you than otherwise?

Answer. I say that I did not think that it needed my permission or consent to it. If it had been left to me to decide, I would certainly rather have remained here and got my pay than to have gone away and not get it.

By Mr. Cullom:

Question. Did you ever say anything against the arrangement in my presence?

Answer. I did not; I thought there would be no use in saying anything.

By Mr. Davis:

Question. Did you have the impression that if you had not agreed to the arrangement you would have been removed from office?

Answer. That was certainly my impression.

By Mr. Curry:

Question. Did Mr. Cullom say that he had decided upon it, and the matter was not debatable?

Answer. I do not remember of hearing him say that.

By the Chairman:

Question. Did you render any service during the time for which you received no pay?

Answer. I did not.

Qestion. Did you get pay for all the time you were in office and rendered service?

Answer. I did.

By Mr. Curry:

Question. Was it your understanding that a substitute was to be appointed in your place while you were absent?

Answer. Yes, sir.

Question. Did you remain of that opinion until you returned to the office?

Answer. I was here at different times during the three months and went to the office and found no substitute there.

By Mr. Cullom:

)uestion. Could I appoint substitutes when, by this arrangement
ı the clerks, their offices had not been vacated?
.nswer. I think I have known that to be done in the departments.
)uestion. Have you known of substitutes being appointed while
ers were the incumbents and holding the offices?
.nswer. Yes, sir; I think so.

By Mr. Davis:

uestion. Did General Cullom give as one of the reasons for grant-
you three months' leave of absence that he wanted to provide
)thers?
.nswer. Yes, sir.

By Mr. Curry:

uestion. Was it your understanding that the checks were to be
ıed over to substitutes?
.nswer. Yes sir; when we returned we were to sign the pay-roll,
endorse our checks, as I understood it, over to our substitutes.
)uestion. Why did you suppose that?
.nswer. I supposed that there would be substitutes in our places,
ıuse the General said he had to give some crumbs of his patronage?

By Mr. Cullom:

)uestion. Did I not say that I wanted to give some crumbs of my
ronage to others whom I had rejected in order to appoint you;
I not say, at the time I made the remark, that you were to
sider yourselves out of office during the time you were away?
Answer. Yes, sir; I think so. I do not think that after you said
t our names were to continue on the pay-roll there was anything
l about your patronage; but I supposed the same arrangement
s to be carried out.

J. C. GREENLEASE.

JOHN WILLIAMS called and sworn.

By Mr. Horton:

Question. Your name has been mentioned as one of those who
eipted for books to the late Clerk of the House of Representatives.
u will please to state to the committee all that you know about the
ıtter.
Answer. I left a receipt for the books, but have not received them
to this time.
Question. To whom did you receipt for the books?
Answer. To Mr. Cullom?
Question. When did you give the receipt?
Answer. I gave the receipt on March 5, 1857.
Question. Do you know why you have not yet received the books?
Answer. I know of no reason why I have not received them. I left
ctions for them to be sent to the Rochester Atheneum.
)uestion. Did you give any other receipt than the one you gave on
5th of March, 1857?

Answer. That is the only one I ever gave.

Question. There is a copy of a receipt, over your name, of the d of July 15, 1856, published in the Globe of December 7, 1857. I you give a receipt of that date?

Answer. I did not give a receipt at that time. I have seen tl publication in the Globe. The only receipt I ever gave was on 5th of March, 1857.

Question. Did you give this receipt to Mr. Cullom himself?

Answer. No, sir; it was handed to me in an envelope by a gent man, and I signed it and handed it back to him again.

Question. Do you know whether that gentleman handed the rece to Mr. Cullom?

Answer. I do not; I suppose that he did.

Question. Did you ever have any correspondence with Mr. Cullo upon the subject?

Answer. No, sir, not directly; but I sent to a gentleman here make inquiry about the books, and received in reply the answer th they would be sent to me soon; I did not make any inquiry abou them until November last, as I had heard before that time from other that their books had not been received, and I had supposed that min would come on when the others came.

By Mr. Cullom:

Question. Do you recollect of having one or more conversatio with me in my office, after the passage of the resolution of July 1856, in reference to the books, and of your making some mention me of what you desired under that book resolution?

Answer. I do not recollect any such conversation?

Question. Did you ever converse with me at any time about tl matter?

Answer. No, sir; not that I recollect.

Question. Does not the receipt that you say you sent to me in envelope bear the date given in this paper?

Answer. I signed the receipt without examining it at all. I saw was a printed form, and did not look at the details, as I supposed was in the regular form. I signed it at the office of the hotel witho examining it at all, and had no idea of the date of it until I saw tl publication in the Globe.

Question. Was that receipt executed at my instance or request, in my presence?

Answer. No, sir.

Question. Did you ever have any conversation with me in referer to it?

Answer. No, sir.

Question. You say you sent me that receipt in an envelope?

Answer. Yes, sir.

Question. Did you also send or leave for me a memorandum writing of where you wanted the books sent?

Answer. I sent such a memorandum some time afterwards.

Question. Do you know the fact, from information and belief, tl

order or memorandum never came into my possession until within w days past?
nswer. I do not know about that; I sent the order on the 10th or h of November last, I think. After learning that the books had been sent I forwarded a written direction. Before that I had given y a verbal direction.
uestion. Have you ever written to me about the books since?
nswer. I have not.
uestion. Have you not received private messages from me to tell where and how you desired your books sent?
nswer. I have not.
uestion. Do you know the fact that this order which you sent to by a private hand was never placed in my hands until within a y brief period, say within two weeks?
nswer. I do not. It was sent in November.
uestion. Have you not learned that fact from the gentleman through om you sent it?
nswer. I sent the order in November, and supposed that it was n handed to you.
uestion. Did you not receive a letter from me, asking by what veyance you desired these books sent?
nswer. I did not.
Mr. Cullom.—Then I will ask you, as an act of justice to me, if the mittee have no objection, to go to the Treasury Department and mine the receipt which you sent me, and which is on file there, and if it is as it was when you executed it. If the dates are wrong, I nt you to examine and see with whose handwriting it was filled up.
Witness.—I have no idea who filled it up; as I have already said, I not examine the receipt when it was handed to me. I saw it was a nted form. It was handed to me to sign, and I signed it without mining it all, as I supposed no use could be made of it except to have books sent to me.

By the Chairman:

uestion. Did you date the receipt yourself?
nswer. I did not; I merely put my name to it.

By Mr. Cullom:

uestion. Was it filled up when you received it?
nswer. I signed it at the office desk at Willard's, and supposed it n the proper form, as it was printed.
uestion Have you had any conversation or communication with in reference to how and where you wanted the books sent?
nswer. I think not, until I arrived here this morning.
uestion. Did I not announce to you then that your books were ready to be sent, and that I had written to you to know where they e to be sent?
nswer. You told me so this morning.

By Mr. Curry:

uestion. Who brought the receipt to you to be signed?

Answer. A gentleman handed me the receipt in an envelope, an said, "There is a paper for you to sign for books," and I signed it.

Question. Who was that gentleman?

Answer. Hon. Mr. Sage, of New York, handed it to me; but I d not know that he had anything to do with it more than to hand th paper to me.

By Mr. Cullom:

Question. Here is an order without date, as follows:

"Please forward to Rochester Atheneum, care of D. D. T. Moore, president, the books you were authorized to furnish by resolution of House of Representatives.

"Yours, &c.,

"JOHN WILLIAMS.

"Hon. WILLIAM CULLOM,

"*Clerk of the House of Representatives.*"

Is this order in your handwriting?

Answer. It is.

By Mr. Curry:

Question. When did you write that order?

Answer. I think it was about the 10th of November last.

Question. To whom did you send it?

Answer. To a gentleman with whom I had had a conversation about the receipt.

Question. Who was that gentleman?

Answer. Mr. O. B. Matteson. I could tell the whole matter, so that my position in the matter could be properly understood.

Question. You will please tell all you know about the matter—how it occurred, &c.?

Answer. On the 5th of March, 1857, I happened to be here in the Capitol, and Mr. Matteson asked me what I was going to do with my books. I said I was going to give them to the Rochester Atheneum. He said, I will be here for a few days, and will see that they are sent to you; I will send you a receipt to sign. I said I would send him the receipt when I had received the books. He asked me if I was afraid to trust him with the receipt, and I said I was not. That evening, as I was standing in Willards' Hotel, a gentleman handed me the receipt, and I stepped to the desk and signed it. It was a printed form; and I supposed it was all right, and that no use could be made of it, except to send me the books. In November I saw a gentleman, Hon. Mr. Billinghurst, who asked me if I had got my books. I said no. He said he had heard something about it, and that I had better write about it. I immediately wrote to Mr. Matteson, and asked why my books had not been sent, and if there had been any mistake about it. At the same time I wrote this order and enclosed it in the letter. I received a letter from him, saying that he had supposed the books had been sent to me, and that he would attend to it as soon as he got to Washington. I also received another letter from him afterwards, stating that the books would be sent on immediately. That is about all that I know about the matter.

Question. You say that you had heard that some other members had not received their books; what other members were they?

Answer. Mr. Billinghurst said he had not received his. I had seen one or two other members during the summer who said they had not received their books; but I supposed they would receive them.

By Mr. Cullom:

Question. Through whom did you send this order?

Answer. I sent it to Mr. Matteson, at the time I wrote, asking why my books had not been sent.

Question. Do you know the fact that he never handed me this order until ten or twelve days ago, immediately after which I wrote to you to find out where and how to send the books?

Answer. No, sir, I did not know it. I saw Mr. Matteson this morning, and he said the books would be sent to me in a few days.

By the Chairman:

Question. How are these books usually conveyed?

Answer. I suppose by the government, under the frank of the House officers.

Question. Did you make any arrangement to have them sent to you?

Answer. No, sir; I supposed that during my term of office I would receive these books as I would any other books; that they would be sent to me by the government.

By Mr. Ricaud:

Question. Do you mean that you supposed they would be sent like public documents?

Answer. That is what I supposed.

By Mr. Cullom:

Question. Did you make any arrangement in regard to the conveyance by which the books were to be sent to you; about the freight, &c.?

Answer. I did not.

Question. Did you receive no letter from me making inquiry about these matters?

Answer. I did not.

Question. Are you certain that you never wrote to me or spoke to me about it?

Answer. I am.

Question. And that you never did anything, except to sign that receipt and hand it back? Is that all you did?

Answer. It is. I do not question the receipt at all; but I say that I did not examine it.

Mr. Cullom.—I desire to have you examine the receipt, to see if you know the handwriting and can tell who filled it up, and if it is the same one you signed.

Witness.—I did not look at it longer than was necessary to take it out of the envelope and sign it. I supposed, seeing that it was a printed form, that it was the usual form, and signed it at once, without examining it any further.

Question. Do you say that the receipt was printed?

Answer. I say there was printed matter in the paper I signed, but I do not know how much of it was printed. I should know no more about it after looking at it than I do at this moment.

Mr. Cullom.—You might know the handwriting with which it is filled up.

Witness.—I might know that, but I could not tell whether it was so when I signed it or not. I could not tell whether it was as printed in the Globe, though I think very likely it was. The first I saw of that was what I saw in the Globe.

Question. Did you ever notify me that there was any mistake or misdate about the receipt?

Answer. I did not.

Question. Did you ever, either by letter or message, notify me that there was any error or mistake in the receipt?

Answer. I never did. At the time I had this conversation with Mr. Billinghurst, he said that I had better write to Mr. Cullom or to Mr. Matteson about it. I wrote to Mr. Matteson, as I had left the receipt with him, and inquired about it.

After some consultation together, the Chairman told the witness that the committee had decided to grant the request of Mr. Cullom; and he, the witness, would therefore examine the receipt on file at the Treasury Department, and when he came to read over his testimony, before he signed it, he would give answers to the following questions, viz:

First. Have you examined the receipt on file in the Treasury Department, purporting to be signed by you, for books to which you were entitled, as a member of the House of Representatives, under the resolution of July 7, 1857?

Second. Does that receipt correspond with the copy of a receipt signed by you, contained in the Daily Globe of December 7, 1857?

Third. Is that the same receipt that you signed on the 5th of March, 1857, at Willard's Hotel, to the best of your knowledge and belief?

Fourth. Do you know the handwriting with which that receipt is filled up?

Answer to question one. I have.

Answer to question two. It does.

Answer to question three. I believe it is.

Answer to question four. I do not.

JOHN WILLIAMS.

Mr. WILLIAMS was subsequently recalled, and examined as follows:

By Mr. Horton:

Question. Have you any means of knowing whether this receipt was dated when you signed it?

Answer. I have not; I did not examine it then.

By the Chairman:

Question. What is the appearance of the handwriting in the receipt?

Answer. It appears to be the same all the way through. There is room on the line at the bottom for the date of the receipt, and it might

have been put in afterwards; but I do not know how that was. My name is signed on the other end of the line at the bottom. I only know from the general appearance of the paper, and from my signature, that that is the receipt I signed. There is no interlineation in the receipt; but it is all filled out in the same, and a fair handwriting. I never executed but that one receipt, according to my recollection.

JOHN WILLIAMS.

JOHN D. THOMSON recalled and examined:

By Mr. Davis:

Question. Did you act in the capacity of agent or clerk for General Cullom, late Clerk of the House of Representatives?

Answer. I acted as a clerk at one time.

Question. Did you ever purchase, for the use of the Hall of the House of Representatives, any number of mirrors from any person?

Answer. Yes, sir; but not during the term of my clerkship.

Question. From whom, and at what time, did you purchase them?

Answer. From Mr. Francis Lamb, of this city, and at various times. I was formerly employed, from about April, 1856, to April, 1857, to furnish such goods as were wanted for the House of Representatives. General Cullom then appointed me to a clerkship in his office, and from that time I relinquished that kind of work and another gentleman took it. Everything of that kind that I furnished was prior to my appointment to a clerkship.

By Mr. Curry:

Question. When did you go into the Clerk's office.

Answer. In April, 1857.

By Mr. Davis:

Question. You say you purchased a bill of mirrors from Mr. Lamb, of this city. Do you recollect how much you paid him for them?

Answer. I could not tell exactly, without referring to the bill.

Question. Here is a copy of the bill, as furnished by Mr. Lamb. [The testimony of Mr. Lamb, embodying the bill, was here handed to the witness.] Is this a true copy of the bill?

Answer. I presume it is; I dare say it is. It appears to be a correct copy of it. I know Mr. Lamb to be a very correct man. Without comparing it I should say that, in my opinion, it is correct.

By the Chairman:

Question. Have you any reason to suppose that this is incorrect?

Answer. I have not; none at all.

By Mr. Davis:

Question. This bill is for $1,585 25, which was paid by you, was it?

Answer. That bill was contracted at various times, and settled with two or three different payments, I think.

Question. On the supposition that this bill is correct, did you pay that amount?

Answer. Yes, sir; I suppose I did.

Question. Have you ever received your pay from the government?

Answer. Yes, sir.

Question. Who paid you?

Answer. It was paid at the Clerk's office.

Question. How much were you paid for these mirrors?

Answer. I charged $275 for each mirror, I think.

Question. The whole bill here which you paid amounts to $1,585 25. How much did the government pay you on that bill?

Answer. I cannot tell exactly. I got $275 for each mirror, of which there were eight, I think.

Question. Here are eight mirrors, charged as follows:

One large mirror	$200
Two large mirrors, at $175	350
One large mirror	160
One large mirror	150
One mantel mirror	175
One mantel mirror	160
One mantel mirror	150
Eight mirrors	1,345

Was that what you paid for these eight mirrors?

Answer. Yes, sir; assuming that bill to be correct, which I suppose it is.

Question. What did the government pay you for these same mirrors?

Answer. I think I was paid $275 each.

Question. That would make $2,200 for the mirrors alone. Here are mentioned nine oval frames, at $2 25 each. What were they?

Answer. They were picture frames.

Question. What did the government pay you for them?

Answer. I do not recollect. The pictures are hung in the Speaker's room. I had the frames made, the glasses fitted to the frames, tassels put on the frames, and then the hanging of them up; I charged for all that.

Question. There are put down here ten curtain cornices at a total of $100, or $10 apiece; what did the government give you for them?

Answer. The cornices alone were not charged to the government; I charged $100 for each window, but I furnished the cornices, the curtains, and everything complete for the window; we generally charge so much a window when we make curtains, and I charged the government $100 a window. The first proposition was to charge $250 a window, but the committee thought that was too much. I then went on and furnished the windows and charged $100 a window for curtains, cornices, hooks, and all. The curtains were lined.

Question. Then the cornices costing $10 each, there was $90 added on for the curtains?

Answer. The cornices were a very small item in the account; the

id them whether they worked or not; but we kept them so
ey might be on hand when they were needed.
stion. How were your prices determined; solely by yourself,
o person making bargains with you?
wer. I made up all my bills mysel'; no one ever saw my books,
s, or bills, until my bills went to the Committee on Accounts;
ere never even sent into the Clerk's office until they were passed
y the Committee on Accounts.
stion. Then you only ran the risk of their passing the Com-
on Accounts, if you could satisfy them your charges were all

wer. The committee established this rule at the start: they
ed me to produce authority for furnishing everything that I
ied; for instance, if the Committee on Ways and Means, or
her committee, wanted anything, they had to make a requisi-
rough their messenger, directed to the Clerk, that they desired
nd such articles to be furnished for their committee room; this
ition was sent to me to fill, which I would do.

By Mr. Curry:

stion. Did you have general authority from the Clerk to do all
rnishing?
wer. Yes, sir.
stion. Did you pay him anything for the privilege?
wer. No, sir. I answered this question when I was here before,
will find upon examining my testimony. I paid nobody any-
for my privilege at all, or for any patronage that I ever received
he Clerk's office.

By the Chairman:

stion. I understood you to say, when you were here before, that
ere employed by General Cullom as general upholsterer and
ner; is that correct?

By the Chairman:

Question. Who was employed after you were appointed to a clerkship?

Answer. Mr. J. W. Fitzhugh.

By Mr. Curry:

Question. I find in the account of the expenditures of the contingent fund by General Cullom, as printed in the report, that you were paid for furnishing a copy of Webster's Dictionary for the Speaker's room; was that the old Speaker's room?

Answer. I think there is a mistake in that item; I think it was for the Speaker's desk; it was furnished upon the Speaker's order.

Question. When was it furnished?

Answer. I think it was furnished in 1856.

Question. Do you know what you paid for it?

Answer. I do not recollect.

Question. Did you charge a per centage upon it?

Answer. Certainly I did; I forget now what it was, but I will guarantee that I charged a profit on it. I recollect that I had stamped upon the back the words "Speaker's desk," or something like that, and I charged for it.

By the Chairman:

Question. You did not furnish the article to the government as a gratuity, did you?

Answer. No, sir; I did not do anything without getting paid for it, if I could help it, though sometimes I had to submit to something like a loss.

By Mr. Curry:

Question. Cannot you tell how much you gave for the book?

Answer. I do not recollect. I reckon I gave $9 or $10, and I charged $12 50, I think. I was looking over this published report the other day, and I think I saw a charge of $12 50 for the dictionary.

Question. You were employed as a clerk in April, 1857, were you?

Answer. I think my appointment dated from the first of April.

Question. When did you receive your first pay from General Cullom as clerk under him?

Answer. In May, I think.

Question. When did you go out of office?

Answer. I think it was a day or two after General Cullom went out of office.

Question. Did you receive your pay regularly from the time you were appointed clerk until you went out of office?

Answer. Yes, sir.

Question. Did you ever supply any article at all to the government or to the Clerk after you were appointed to office?

Answer. No, sir; I supplied nothing after I was appointed clerk. I was in the Clerk's office last fall, when General Cullom went to Tennessee, and he requested me to have a general supervision of all that branch of business during his absence, and see that it was done properly. I overlooked everything of that kind about the building, as there were no duties of any importance at my desk just then.

ver. The Committee on Claims, I think.
tion. Do you think that was before you was appointed clerk?
ver. Yes, sir.
tion. Did you render your bill for those books before or after
re appointed clerk?
ver. I think I rendered the bill immediately, as soon as the
ould be supplied. They could not be obtained in town here,
l to be sent for elsewhere. A week or two passed after they
dered before they could be obtained, I think, and the bill for
as rendered before I was appointed clerk. I am certain of that.

By Mr. Cullom:

tion. Were you required to bring before the Committee on Ac-
your requisition or authority for all the articles you furnished?
ver. Yes, sir.

By the Chairman:

tion. You said something about being compelled to keep work-
ı hand while you were engaged as general upholsterer here.
lo you mean by that?
ver. There were a great many little things to be done about
ll here every day. The members would lose the keys of their
sometimes as many as twenty or thirty keys would be wanted
y, as it was necessary to have the desks opened, and there must
ons here to attend to that. And then a chair or a desk would
lown, and had to be fixed, and we were obliged to have a force
l the time to be ready for all emergencies.
tion. Was this force in your employ or in the employ of the
nent?
ver. They were in our employ. I will say in regard to my bill
e looking glasses, that there was some objection started to it
the Committee on Accounts; there was some objection to the
I had charged. But I accounted for that by explaining the

tigated by them officially; but I recollect my explaining the matter in the way I have stated.

Question. What facilities had you for getting these mirrors?

Answer. I had facilities for getting them very cheaply. I had bought mirrors before; I had often seen others buy them, and I knew that the prices they paid were very nearly at the same rate that I charged the government, considering the size and pattern of these mirrors. I have seen them sold in New York for nearly as much as I charged.

By Mr. Davis:

Question. The same kind of mirrors?

Answer. Not the same kind exactly, but a great deal smaller plates, I think. The charge is always in proportion to the size of the plate. An inch difference in the size of the plate will make $15 or $20 difference in the price after they get up to a large size.

Question. How long were you upholsterer under Mr. Cullom?

Answer. About a year, I think.

Question. What amount of clear profits did you realize from your position during that year?

Answer. I cannot tell exactly. And another thing, I hardly think it is my business to state that either, though I would have no objection to state it, if I could get at it correctly. But I do not think it is the business of any set of gentlemen to know what my profits were, though, as I have said, I would have no objection to state it if I could get at it correctly, and the committee were to require it.

Question. It is, I think, a proper question. There seems to be a kind of office or position sanctioned by the custom of the Clerk's office, without there being any authority of law for it, and it is important that we should know all about it. I therefore repeat the question. What were the net profits of your position during that year?

Answer. We generally took the reports of former Clerks, and arranged our prices according to what had been allowed for years and years by the government.

Question. I understood you to have said a while ago that sometimes you lost and sometimes you made a great deal by this furnishing business. What do you mean by that?

Answer. I never made a great deal off the government; I have no objection to stating what I did make. I think I may be safe in saying that my average profits were not more than 25 per cent.; probably not near as much as I might have made in the ordinary way in merchandise.

By Mr. Curry:

Question. Can you specify any articles that you furnished the government on which you lost?

Answer. I said that sometimes I lost money, but I did not say that it was on any articles that I had furnished; I would state that we had to keep hands engaged all the time, whom we had to pay, whether they did anything or not; we might have to pay a man $2 or $2 50 a day for being here, and he might not make 50 cents a day for his em-

er, as there might not be anything for him to do during the day. t was often the case.

By Mr. Davis:

uestion. Did you pay these men under you?
nswer. Yes, sir, of course I did.
uestion. Out of your own profits?
nswer. Yes, sir, they were my employés. You do not suppose I performed with my own hands all the labor that is charged in my name.
uestion. That is not the point; I want to know whether these loyés were paid by you, or whether they had a separate claim nst the government?
nswer. They were my workmen, my employés, paid by me. I had 30 or 40 at a time employed here.

By Mr. Horton:

uestion. Can you tell with a tolerable degree of accuracy how h clear net profits you made during the year?
nswer. I could not, with any degree of accuracy.

By the Chairman:

uestion. Do you say that your average profit was about 25 per t.?
nswer. Yes, sir.

By Mr. Davis:

uestion. Then if you know the amount that you paid out for what furnished and charged the government, can you not get at the ount of your profits?
nswer. I think I would have made as much in transacting the e amount of business—say $20,000 or $25,000, with private cus-ers, as I did out of the government, and most probably more.
uestion. Then why did you hold this position so long—why did not trade with private customers?
nswer. I think that is my own business.
uestion. That is not an answer to the question. We want you to wer the question directly and to the point?
nswer. I did not have the business outside to transact when this ition here turned up. But I say that allowing that I had had the e amount of business to transact outside of this, with private ividuals I should have made more money.

By Mr. Curry:

uestion. What was your salary as clerk under Mr. Cullom?
nswer. The same as other clerks got; $1,800 a year.

By the Chairman:

uestion. Did you have any capital invested in this operation of olstering?
nswer. Yes, sir, a great deal.
uestion. Did you pay money out of your own pocket?
nswer. Yes, sir, a great deal; and at one time, when the defi-

ciency bill had not passed, and there was no money for some months to pay my bills, I recollect that I had to borrow a large sum of money to meet my bills.

By Mr. Davis:

Question. Did you borrow any money of Mr. Cullom?

Answer. Never a cent. I always went to the regular places for borrowing money, to the banks.

By Mr. Curry:

Question. Did you buy the articles you furnished on your own account, or did you have them charged to the government?

Answer. I bought them on my own account.

Question. Did you always pay the cash for them?

Answer. No, sir.

Question. Did you have any understanding with those of whom you purchased that they should wait until you should get the money of the government?

Answer. I had credit and could get these things without being required to tell my business to others. I had no understanding of the kind with them.

Question. The object of my inquiry is to ascertain whether, in many cases that you made these purchases, you had an agreement with the parties with whom you traded that they were to be paid when you received the money from the government?

Answer. No, sir; there was no such agreement as that. In a great many instances I paid the cash, because by paying the cash down I could always, to a great extent, make my own terms and get the articles a great deal cheaper than I could upon credit. I always made the best bargains I could, and got my goods at the lowest rates I could, for the cheaper I got my goods the more profit I made upon them.

By the Chairman:

Question. Was your business of upholstering during that time limited to furnishing articles for the government?

Answer. I relinquished my private business and devoted my whole time to the government work.

By Mr. Cullom:

Question. Did it command your attendance here, whether you were engaged or not?

Answer. I always had to be present here, and have my hands here, so as to be ready in case anything turned up that required my services.

Question. Did you ever act as agent for me as Clerk of the House of Representatives?

Answer. I never acted as agent for anybody.

By Mr. Davis:

Question. Have you any books, records, or accounts, by means of which you could determine the amount of money you paid out during your year's service here as upholsterer?

Answer. I do not think I have any books. I might ascertain if I

could lay my hands on all my bills. I could possibly get at it in that way.

Question. Have you those bills?

Answer. It is very doubtful. Some of them I have, and some I have not.

Question. Did you not preserve your bills and file them away?

Answer. When I paid a bill I was not very particular in filing it away.

Question. You, therefore, cannot answer the question as to the amount you realized from your position during that time?

Answer. I have already told you that, to the best of my belief, I averaged about twenty-five per cent. profit.

Question. I want to get at how much you made at that rate?

Answer. I think my bills are all published in this report here. They can be added up and twenty-five per cent. calculated on the amount.

By the Chairman:

Question. As an upholsterer and a man of experience in the business, with a knowledge of the prices, &c., how much more did you make the government pay for these mirrors, curtains, and other articles, than they would have cost a private gentleman, if he had had occasion to use similar articles, to furnish them for his own private residence, and had gone into the market himself to buy them?

Answer. Taking them altogether, I do not think I charged any more.

By Mr. Curry:

Question. Could any private individual have purchased these articles at the store at the same prices that you did?

Answer. No, sir; I am safe in saying that.

Question. Would there be twenty-five per cent. difference?

Answer. Yes, sir, I think there would. I had facilities for buying that private individuals would not have. I was acquainted with the trade and knew what the articles cost at the factories.

By Mr. Davis:

Question. In this bill of Mr. Lamb with you there are put down eight mirrors at a total cost of $1,345, or at an average of $168 each, for which you charged the government $275 each. Do you think you would have charged a private individual in this city that much?

Answer. Taking all the risk and everything else into consideration, I should certainly have charged that much. Whether he would pay it or not I do not know. He might choose to run the risk himself for the chance of getting the articles cheaper. Now I was responsible for all risks until these articles were all put up and delivered over to the government. I would not, and assume all risks, merely take down and put up again in the parlor of a private gentleman one of these mirrors, though it would not take me an hour to do it. I would not do it for $25.

JNO. D. THOMSON.

MARCH 15, 1858.

A. R. PARKER called and sworn.

By Mr. Ricaud:

Question. What office did you hold under General Cullom, late Clerk of the House of Representatives?

Answer. That of draughtsman in charge of the land maps of the House of Representatives.

Question. Were you in office at the time that Mr. Cullom was elected?

Answer. I was, and was continued in office by him.

Question. Are you still in office?

Answer. I am.

By the Chairman:

Question. Were you present at any time when an arrangement was made betwen General Cullom and his clerks with reference to their being absent from their posts for any length of time?

Answer. I do not recollect the exact date, but I was present on one occasion which I presume was the one referred to.

Question. What transpired on that occasion?

Answer. The employés generally in that branch of the service in which I am employed were in General Cullom's room at his boarding house, and a general conversation took place in reference to their being absent during the presidential campaign of 1856, or for some few months at that time. I think it was in August, 1856, immediately upon the eve of Mr. Cullom's departure for Tennessee. Mr. Baily, Mr. Burnett, and Mr. Greenlease, who were upon the same service as myself, were very anxious to be absent until, I think, the commencement of the next session of Congress. General Cullom agreed that they might be absent for that length of time, and said that upon their return he would restore them to office and to duty.

Question. Do you recollect whether anything was said concerning the mode by which this arrangement was to be effected, whether by dropping their names from the pay-roll, and discharging them in form, or whether they were to be formally retained in office? And if anything was said in regard to their pay that would accrue during their absence, state what was said

Answer. I may not be strictly correct in my recollection; but I think the proposition was that they should be at liberty to be absent until the convening of Congress, and General Cullom proposed to suspend them from service and pay during that time. Something was said in regard to persons remaining in the employment of the government, and receiving pay while they were away upon the stump, electioneering, &c.

By Mr. Cullom:

Question. What was my first proposition, and what did those persons desiring leave of absence say about it?

Answer. I do not recollect what they said about it, as I have had no conversation with them, and no opportunity of knowing what they said about it.

s in the service of the government and pay them their salaries
hey were away for the purpose of electioneering. I think that
e substance of what he said, but I cannot recollect the precise

tion. Was or was not the proposition then made that the names
e persons should be retained upon the pay-roll, and they should
heir pay upon their return, so as to avoid the appearance of
ing them from office?
wer. A conversation took place, and I think it was Mr. Green-
ut I am not certain of that, said that if their names were dropped
wspapers would blaze it forth to the country that they had been
d from office, and it might convey the idea that they were not
estored to office on their return to this city. Then it was sug-
by some one of the clerks, I think, that their names should be
ied on the pay-roll, and when they came back they would sign
y-roll and transfer the checks for their salary, in the mean time,
the Clerk.

By the Chairman:

tion. Did this proposition appear to be acceptable to these gen-
?
wer. So far as I could see, they appeared to be perfectly satisfied
.

By Mr. Ricaud:

tion. Under this arrangement, while these clerks were still
g upon the pay-roll, was it competent for General Cullom to
t others in their places; in other words, were there any vacan-
your bureau that could be filled during that pericd?
wer. I should suppose not while they remained upon the pay-
I recollect that there was some conversation, after their return,
ing the appointment of others in their places. I was asked
it, and said that I presumed there had been no one appointed in
laces, and upon that I suppose the dissatisfaction arose.

Answer. I heard so, but never saw the card.

Question. When that card was published did not these other gentlemen propose to you to come down to my room, and there sign a statement contradicting Mr. Acton's card?

Answer. There was a card published to which my name was attached; but I do not think they asked me to sign a card contradicting Mr. Acton's statements, for they knew I had not seen his card, and knew nothing about what was in it.

By Mr. Ricaud:

Question. Have you received all your salary since General Cullom has been in office?

Answer. I have received all except a small amount which has been retained to be adjusted by the Committee on Accounts; it was necessary that it should be passed upon by the Committee on Accounts of the present Congress, and it is now in process of adjustment.

By Mr. Cullom:

Question. Did I pay you all that my predecessor paid you; that is, at the same rate?

Answer. Yes, sir.

Question. Was the matter to be adjusted in relation to the construction of the law under which you were appointed?

Answer. Yes, sir.

Question. Did I not give the law the same construction that my predecessor did, and was it not referred to the Committee on Accounts to decide whether it admitted of a wider construction?

Answer. Yes, sir; the law specified a higher salary, and there was a little difference between the pay clerk and myself, and I did not press the matter; afterwards I called the matter up again, and Mr. Cullom told me it would have to be delayed until the Committee on Accounts of the present Congress should assemble and pass upon it, as it was to be paid from a fund which required to be passed upon by them.

By the Chairman:

Question. Did you pay General Cullom anything, or promise him any money or consideration in return for your being retained in office?

Answer. No, sir; such a thing was never suggested to me.

By Mr. Ricaud:

Question. Do you know of any such agreement on the part of any person?

Answer. No, sir; and I do not believe such is the case.

By Mr. Cullom:

Question. Upon the evening of my departure, when you say this agreement between me and the clerks was made, did I not announce to the clerks by name that they had solicited me to grant them leave of absence to engage in the presidential canvass, and that I considered it incompatible with my duty as a public officer for them to be allowed to do more than go and vote; and that I would grant them leave of absence, but they must consider themselves out of office until the next meeting of Congress?

Answer. I cannot recollect the precise words, but I think such an

cement was made to Messrs. Burnett, Baily and Greenlease, office, and to Mr. Stanton, of another office.
tion. And did not some of the clerks ask me if it would not the same purpose, and avoid the mention of their removal in vspapers, to let them stand upon the pay-roll, and transfer their back upon their return?
wer. I think that was the conversation, as far as I can recollect.
tion. Will you state whether this is the card you signed, and ntents conform to your present recollection of what transpired?
ullom here handed to witness a copy of the Star containing a s set forth at length in the testimony of William Baily.]
wer. I have no doubt this is this the card I signed, and it con- o my recollection of what occurred at the time.

By Mr. Curry:

tion. Did you hear all the conversation that occurred between llom and these clerks as to the agreement which was entered

wer. I think I did.
tion. Did all the persons you have named as being parties to this ent say they desired to be absent to engage in the presidential s?
wer. All except Mr. Greenlease, who desired to be absent to is friends, as his mother was sick.
stion. Was anything said in this conversation by Mr. Cullom his being pressed by outsiders for some crumbs of his patronage?
wer. I think he made the remark casually, but I will not be that he made it at that time; I had heard him make the k before, while engaged in making up his appointments.

A. R. PARKER.

. WALLACH called and sworn.

By the Chairman:

stion. What is your residence?
wer. Washington City.
stion. Had you any official connexion with Mr. Cullom as Clerk House of Representatives?
wer. I was one of his clerks in the map office.
stion Were you present during the latter part of August, 1856, private room in his boarding-house, when an arrangement was between him and some of his employés in relation to their having of absence for a time?
swer. I was.
stion. What occurred on that occasion?
swer. There was a distinct understanding, so far as I could stand it, between Mr. Cullom and Mr. Baily, Mr. Greenlease, cton, Mr. Burnett, and Mr. Stanton, that, as some of them d to leave for the purpose of engaging in the presidential can- they were to have leave to go away, but were not to receive ay for the time they should be absent. Mr. Greenlease, I , was the only one who did not desire to go away for political ses, but he wanted to visit his mother, who was sick.

Question. For what length of time did they want leave of absence?

Answer. Until the commencement of the next session of Congress.

Question. Did General Cullom make any proposition to them; for instance, that they were to consider themselves out of office while they should be absent?

Answer. He said they were to be considered out of office for the time being.

Question. Did any one suggest any mode by which the arrangement was to be carried out, whether to continue their names upon the pay-roll or to let them be dropped?

Answer. I think that Mr. Baily proposed this arrangement: that if any one was substituted in their places while they should be absent they would transfer their checks for their salary to that person, or to the Clerk of the House, when they came back.

Question. Do you recollect whether anything was said about the letter-writers for newspapers getting hold of the matter if they were to be removed from office?

Answer I think that Mr. Baily made the suggestion that probably some persons might write letters from here stating that they had been removed for some cause, and that it would be better to have some other arrangement.

Question. What arrangement was then made upon that suggestion?

Answer. That when they came back they were to sign the pay-roll and transfer their checks back to the Clerk.

Question. What did General Cullom say when that arrangement was proposed?

Answer. He said that it suited him if it did them.

Question. Did General Cullom leave that evening?

Answer. He did. I was the last person to leave the room that evening.

Question. How was General Cullom engaged while this conversation was going on?

Answer. General Cullom was packing his trunk; Mr. Stanton was also engaged in packing, and Mr. Acton and myself were standing by looking on.

Question. Do you know that this arrangement was carried into effect when these clerks returned?

Answer. I heard them say that it had been carried into effect; that is all I know about it.

Question. Who first made complaint of General Cullom about it?

Answer. Mr. Burnett was the first one I heard say anything about it.

Question. Upon what ground, and when, did he complain?

Answer. I do not recollect exactly the time.

Question. Was it before or after he was notified that he would be removed?

Answer. I cannot tell that as I do not know when he was so notified. He merely told me, after the adjournment of the last session of Congress, that just before the close of that session he had some difficulty with General Cullom, and then he went on with some rigmarole story that I could hardly make head or tail of.

Question. Do you know whether General Cullom paid these gentlemen, before they went away, the extra compensation that was supposed to be coming to them under a resolution of the House?

Answer. I think it was paid to them.
Question. Do you know whether that extra compensation was allowed by the accounting officers of the treasury?
Answer. I think it was overruled at the treasury.
Question. Do you recollect whether any difficulty occurred between Mr. Cullom and Mr. Acton in reference to this extra compensation, and if so, what was the result of it?
Answer. I had no conversation with Mr. Acton myself about it.
Question. Do you know whether he published a card in reference to the matter?
Answer. I saw a card published over his name.
Question. Was there a counter statement prepared and published by the other clerks who had been suspended?
Answer. Yes, sir.
Question. Was that counter statement made by them freely and voluntarily?
Answer. It was done mostly at the suggestion of Mr. Burnett, who was constantly importuning those in the office, often to the delay and interruption of business, to go down to Mr. Cullom's room and get up his statement. At last we consented to do so, and as we were going down we met Mr. Stanton coming up Seventh street, and as he seemed to be anxious to have the statement prepared we agreed to go to his room, which was in a house near that of Mr. Cullom, and wait there for him to come; we did so, but he did not come.
Question. About what time did this matter in reference to Mr. Acton take place?
Answer. Some time in December, I think; about the time of the commencement of the last session of the last Congress. I was in the room of Mr. Cullom, and saw Mr. Burnett with a note to leave there for Mr. Cullom, stating that they had come there to sign this statement, and asking when he desired it to be done. Mr. Cullom said afterwards that he thanked us for our kindness, but thought it unnecessary to make the statement. Mr. Burnett used to speak of General Cullom, up to within a few days of the close of the last session of Congress, as if he was his right hand man in everything.
Question. Were you appointed to office by General Cullom?
Answer. I was.
Question. Are you still in office?
Answer. I am not.
Question. Did you receive all your salary while you were in office?
Answer. Yes, sir.
Question. Did you pay General Cullom anything, or agree to pay him anything, for your appointment?
Answer. No, sir.
Question. Do you know of anybody else who made such an agreement?
Answer. I never heard of any one who made such a proposition, or who had any such proposition made to them?

By Mr. Davis:

Question. Was this arrangement of which you have been speaking entered into voluntarily?

Answer. Yes, sir.

Question. Did you ever hear General Cullom say that the arrangement had been decided upon by him, and it must be agreed to?

Answer. No, sir; all I heard him say was that he would acquiesce in it if it suited them.

C. P. WALLACH.

FRANCIS E. SPINNER called and sworn.

By the Chairman:

Question. Were you a member of the last Congress?

Answer. I was.

Question. Was that your first term in Congress?

Answer. It was.

Question. From what State?

Answer. The State of New York.

Question. Did you ever have any business transactions of any kind with General Cullom as Clerk of the House of Representatives?

Answer. None that I am aware of; I can think of none now.

Question. Did you receive any books from him?

Answer. None but the ordinary documents?

Question. Did you get the books provided for members under the resolution of July 7, 1856, and the act of March 3, 1857?

Answer. I know nothing about them personally; they were sent to my district.

Question. What directions did you give in reference to those books?

Answer. I directed them to be sent to the St. Lawrence Academy, at Pottsdam.

Question. Have you information that they have been received?

Answer. I have.

By Mr. Davis:

Question. From whom did you receive that information?

Answer. From Mr. Redway, who is, I think, one of the trustees of the academy.

Question. Does he write that all the books have been received?

Answer. I do not know what copies should have been embraced in the set; I think he mentioned in the letter what was sent.

Question. Have you his letter?

Answer. I have.

By Mr. Curry:

Question. What is the date of that letter?

Answer. I do not recollect; some time ago, but since I came to this session of Congress.

By Mr. Davis:

Question. There is a current set of Globes given to every member of Congress for distribution, consisting of 24 copies; have you received them?

Answer. I have no doubt that I have, and have distributed them?

By Mr. Horton:

uestion. Have you the means of knowing that the books sent to r library were complete sets of what was ordered by Congress?
nswer. I think I have two or three letters upon that subject.

By Mr. Davis:

uestion. Did you give a receipt for those books?
nswer. I do not think I did; I merely designated the library.

By Mr. Horton:

uestion. What do these letters state that you have received in ard to these books?
nswer. They complain that the books are badly worn, the fly- es written upon, &c. I think that one letter contained, enclosed t, a title page cut out of one of the books, to show how badly it is ed. I have not looked into these letters since I received them, and not recollect of having said anything about them to anybody ept to Mr. Rives, who enquired about the matter one day, and I l him what I had received.

By Mr. Davis:

Question. Have you received those letters since you have been here session, and have you them now?
Answer. I think I have them at my room; I think I received them ce I came here.
Mr. Davis.—You will please look them up and bring them before s committee at its next meeting.

F. E. SPINNER.

MARCH 18, 1858.

ELISHA WHITTLESEY recalled.

By the Chairman:

Question. Do you know any fact of your own knowledge with refer- ce to Mr. Cullom, as Clerk of the House of Representatives, except hat is on record?
Answer. I do not.
Question. Did you ever have any personal interviews with Mr. Cul- m in reference to the business of his office?
Answer. No, sir.
Question. Did you have any personal acquaintance with him?
Answer. No, sir.
Question. Did you ever have any personal interviews with any of s clerks or subordinates?
Answer. Yes, sir; with Mr. Ingram.
[The witness here submitted a written statement, marked "E. W., . 1," which is filed.]

By the Chairman:

Question. Is there anything else you know of your own knowledge reference to the matter before the committee for investigation?
Answer. No, sir. I have said that before.

ELISHA WHITTLESEY.

"E. W., No. 1."

The Secretary of the Treasury having transmitted to this committee the information called for by their communication of the 8th instant, I am enabled, by the documents sent, to answer further that part of the inquiry, on page 163 of the manuscript testimony, in the following words: "Is there any fact within your knowledge that will show malfeasance or misfeasance, or dereliction of official duty; or that will have a tendency to establish anything of the kind on the part of Mr. Cullom?" and I say, by the document designated B, being the account of Mr. Cullom for disbursing from the contingent fund in his hands, as Clerk of the House of Representatives, for the half year commencing on the 1st of July, and ending on the 31st of December, 1856, and by the report of the accounting officers No. 125,854, and the vouchers that accompany it, the fact is proven that Mr. Cullom transmitted to the Treasury Department the receipts and acknowledgments of J. C. Greenlease, J. J. Burnett, and William Baily, amounting in the aggregate, to each, the sum of $450, and the receipts of S. S. Stanton for the sum of $450, and amounting to the sum of $1,800 in all, for which amount he claimed credit; and in the settlement of said account by the accounting officers of the Treasury Department the said sum of $1,800 was allowed to the credit of the said Mr. Cullom, when, in fact, he had not paid the same, nor any part thereof; that the taking said receipts and acknowledgments, and transmitting the same to the Treasury Department for settlement and allowance, was and is in violation of a part of the 16th section of an act approved on the 6th day of August, 1846, entitled "An act to provide for the better organization of the treasury, and for the collection, safe keeping, transfer, and disbursement of the public revenue."—(Vol. 9, on page 63.)

It appears by an account designated "C," which Mr. Cullom transmitted to the First Auditor of the Treasury Department for settlement on the third day of (this month) March, 1858, he admits he withheld said sum of $1,800 from the persons mentioned, whose receipts he took, and obtained credit in his account as mentioned above.

In said account, C, he credits the United States with three items amounting to.....	$16,215 07
He charges them with the same amount, passed by the Committee on Accounts.	
He states "amount withheld from William Baily, J. C. Greenlease, J. J. Burnett, and S. S. Stanton, on vouchers returned to the treasury on the last quarter of the year 1856, $450 each, by reason of non-performance of service.....	1,800 00"
	18,015 07

William Baily, J. C. Greenlease, and J. J. Burnett signed pay-rolls for the months of October and November, compensation being for each month $150 each.

For the month of September each of those three persons signed a receipt for $150 for his services, and each receipt is dated the 29th of November, 1856.

S. S. Stanton's receipt is for $450, dated November 29, 1856, being his compensation for services for the months of September, October, and November.

If these clerks were entitled to compensation, according to law and the usages of the office, it was malfeasance to withhold the money from them.

If they were not so entitled it was malfeasance to take their receipts, and to obtain credit for paying money which Mr. Cullom now admits was not paid.

The section cited in the act of August 6, 1846, also provides "that any failure to pay over or to produce the public moneys entrusted to such person" (disbursing officer) "shall be held and taken to be prima facie evidence of embezzlement." Mr. Cullom has not, as appears from said account designated "C," paid over said sum of $1,800, nor has he produced it, which by law is a malfeasance.

ELISHA WHITTLESEY.

WASHINGTON, *March* 18, 1858.

C. F. HURLBURT called and sworn.

By the Chairman:

Question. What is your residence?

Answer. New Hartford, New York, near Utica.

Question. Were you connected with the late Clerk of the House of Representatives in any way?

Answer. Yes, sir, I was an assistant clerk, under the resolution of May 4, 1848.

Question. Were you present at a time when an arrangement was made between the late Clerk and some of his subordinates in reference to their being absent for any length of time?

Answer. I was not present at the interview between General Cullom and his clerks; but Mr. Burnett told me afterwards about it, to which I refer in a certificate published in the Star of this city, on March 28, 1857.

Question. Do you wish to incorporate that with your evidence as part of your testimony?

Answer. Yes, sir.

The certificate is as follows:

"The undersigned was not present on the occasion referred to in the statement of his brother clerks, but out of justice to General Cullom would say that on many occasions Mr. Burnett said to him that his pay was suspended from September 1 to December 1, 1856, *i. e.*, during the time he was absent from Washington, as he wished to engage in the presidential canvass; and that also, both before his departure for and his return from Tennessee, he expressed himself as understanding the above mentioned arrangement as above stated; and, moreover, spoke in the highest terms of General Cullom.

"CHARLES F. HURLBURT."

Question. Does that statement comprise all the facts within your knowledge?

Answer. Yes, sir.

Question. Were you employed in the same office with Mr. Burnett?

Answer. Yes, sir.

Question. When did you first hear him speak about this arrangement?

Answer. A day or two after the interview, and I heard him speak about it several times after he came back.

Question. Did you understand from him, before he went away, that he and his associates were to be absent, and were to receive no pay during the time they were absent?

Answer. That was the distinct understanding, and he expressed himself as being perfectly satisfied with the arrangement, and indulged in high praises of General Cullom, and said that he thought it was perfectly right. He expressed himself many times to that effect.

Question. Did he do so after he learned that no person had been employed in his place during his absence?

Answer. I do not remember that he ever said anything about it then?

Question. Did General Cullom pay you for your services?

Answer. Yes, sir.

Question. Did you ever give him or agree to give him any money, benefit, or consideration, in any way in consequence of your appointment?

Answer. No, sir.

Question. Do you know of any who did?

Answer. No, sir.

Question. Do you know of any fact that shows or tends to show any misfeasance, malfeasance, or dereliction of duty in any way on the part of Mr. Cullom, as Clerk?

Answer. I do not.

CHAS. F. HURLBURT.

RUFUS PRENTICE called and sworn.

By the Chairman:

Question. What is your present residence?

Answer. I have been residing in Washington city, and am residing here now except when away on business.

Question. Were you connected with the late Clerk of the House of Representatives in any way?

Answer. I was a clerk under him.

Question. During what time?

Answer. From about the commencement of his term of office until the close of it.

Question. Do you know anything about an arrangement that Mr. Cullom made with some of his clerks, by which they were to have the privilege of being absent for a time?

Answer. Yes, sir.

Question. What do you know in regard to it?

Answer. I signed a statement which was published in the Wash-

ington Star, March 28, 1857; I have read that statement over within a few minutes, and it confirms what I know in relation to the matter as nearly as I can now recollect.

Question. Do you incorporate that statement into your evidence as part of your testimony?

Answer. Yes, sir.

[See statement, signed by Rufus Prentice, A. K. Parker, and others, in testimony of William Baily.]

By Mr. Davis:

Question. Were you a clerk in the map office?

Answer. I was.

Question. Did you get your pay for all the time you served?

Answer. I did.

Question. Were you absent any of the time?

Answer. I was absent a part of the time, for a few days at a time, but not for any length of time.

Question. Was any substitute appointed in your place during your absence?

Answer. No, sir.

Question. Do you know of anything else connected with this matter?

Answer. I do not.

By the Chairman:

Question. Were you present at the time this arrangement was entered into between General Cullom and his clerks?

Answer. Yes, sir; but I did not hear all the conversation, but I heard the most of it. They had got along with some of it when I reached them; but I heard Mr. Baily and Mr. Greenlease talk it over together several times; I also heard Mr. Burnett speak about it.

Question. Was that after they had returned and had carried out the agreement?

Answer. It was.

By Mr. Davis:

Question. Did you understand this to have been a voluntary act on the part of the clerks?

Answer. Yes, sir.

By the Chairman:

Question. Did you understand it was done at their instance and for their accommodation?

Answer. Yes, sir. But Mr. Greenlease afterwards said that if he had known that by obtaining this leave of absence for three months they were to lose their pay, he would not have asked for so long a leave. But he understood perfectly well that he was not to receive any pay.

Question. Did you get your full pay for your services?

Answer. I did.

Question. Do you know of any fact in your connexion with the office, or otnerwise, that shows or tends to show any misfeasance, malfeasance, or dereliction of duty in any way on the part of Mr. Cullom as Clerk of the House of Representatives?

Answer. No, sir. I do not know of any reason why these clerks should have been dissatisfied. They all understood perfectly well the arrangement that they were not to receive any pay while absent. But Mr. Burnett said, after he came back, that he thought, notwithstanding the General had told them they would not receive pay while absent, that probably they would get it; that the General would give it to them.

By Mr. Curry:

Question. Did he say that in connexion with the fact that no substitutes had been appointed to fill their places while absent?

Answer. Yes, sir.

Question. Did he state that fact as a reason why he expected they would get the money?

Answer. Yes, sir.

By the Chairman:

Question. Now, outside of this transaction with the clerks, do you know of anything else that would throw discredit upon the conduct of General Cullom as Clerk of the House of Representatives?

Answer. I do not.

By Mr. Curry:

Question. Were you present at the time these men applied for leave to go away?

Answer. Yes, sir.

Question. Was anything said during the conversation then about General Cullom giving crumbs of his patronage to those pressing him outside?

Answer. Yes, sir.

Question. Who said that?

Answer. General Cullom.

Question. Did he assign that as a reason for granting them leave of absence?

Answer. He assigned that as a reason for their not receiving pay while away. And furthermore he said that he did not think it right to allow clerks to go out electioneering, as they all said they desired to do, except Mr. Greenlease, and at the same time continue to receive their pay from the government.

RUFUS PRENTICE.

J. N. GORDON called and sworn.

By the Chairman:

Question. What is your residence?

Answer. Washington city.

Question. Did you have any official connexion with the late Clerk of the House of Representatives?

Answer. I was employed in the map office under General Cullom.

Question. Do you know anything about an arrangement made between him and some of his clerks, by which they were to be absent for some time?

Answer. I was present at the interview between them and General Cullom when that subject was brought up.

Question. What do you know about that arrangement?

Answer. I signed a certificate which was published in the Washington Star, March 28, 1857, which is a correct statement of what I know about it.

By Mr. Davis:

Question. Did you draw up that certificate?

Answer. Mr. Parker drew up the original; there were some alterations made in it, and I then made a copy of it at our office.

Question. Who first suggested the getting up of that statement?

Answer. I really do not know. I knew nothing about it until Mr. Parker first handed it to me.

By the Chairman:

Question. Was it got up in consequence of some publication made by Mr. Stanton and Mr. Burnett?

Answer. There was a certificate published at the same time, which I drew up, in consequence of Mr. Burnett's card. The statements in his card were so different from what I had heard him state before, that I thought it was well enough to make an additional statement, and did so. That statement is as follows:

"WASHINGTON, *March* 27, 1857.

"Having read in the 'American Organ,' of yesterday, a card by J. J. Burnett, in which he refers to a difficulty which occurred some time during last December between General Cullom, Clerk of the House of Representatives, and one of his employés, (Mr. Acton,) and he (Mr. Burnett) having espoused the cause of Mr. Acton in that affair, we, the undersigned, think it due to General Cullom to state that after the publication of a statement by Acton against General Cullom, of the same nature as that contained in the card above referred to, we frequently heard Mr. Burnett pronounce it false. He daily importuned us to unite with him in refuting the statement, and on one occasion, at his request, we went with him to General Cullom's room, with that intention, but not finding him, Mr. Burnett left upon his table a note informing him of our being there for that purpose.

"J. C. GREENLEASE.
"C. P. WALLACH.
"J. N. GORDON.
"WM. BAILY."

Question. Did you understand at the time this arrangement was made that it was voluntary on the part of Mr. Cullom's clerks, and made at their instance and for their accommodation?

Answer. So far as regards their having leave of absence it was at their instance; but I do not think they expected to lose their pay while they were away when they first asked leave.

After they had made that arrangement, do you suppose they expected to receive their pay for that time?

Answer. I should suppose not; I was not one of the parties interested, but that was my understanding from the conversation that I heard while I was present.

Question. Did you receive your entire salary?

Answer. Yes, sir; I was not absent at all.

Question. Did you pay anything or promise to pay anything, or give any consideration in any way by way of reward, or profit, or advantage to General Cullom for your office?

Answer. No, sir.

Question. Do you know of anybody who did?

Answer. I d not.

Question. Now, outside of this transaction with the clerks, do you know any other fact which would show, or tend to show, any malpractice, or malfeasance, or dereliction of duty in any way upon the part of General Cullom, as Clerk of the House of Representatives?

Answer. No, sir.

Question. Did he ever submit any proposition to you that an honest man would not make, or an honest man would not accept?

Answer. No, sir; never to me.

J. N. GORDON.

FRANCIS E. SPINNER, recalled.

By Mr. Davis:

Question. Have you the papers you were requested to bring before the committee?

Answer. I have one, a letter from Elijah W. Plumb, sworn to before Milton Brown, justice of the peace.

[The letter was submitted to the committee, marked "F. E. S., No. 1."]

Question. Do you know Elijah W. Plumb to be a man entitled to credit?

Answer. I do; he is a Presbyterian clergyman.

Question. Do you know Milton Brown, as justice of the peace?

Answer. I do not.

Question. Have you any doubt that this paper is genuine?

Answer. I have not.

By Mr. Curry:

Question. When did you designate this library?

Answer. I cannot tell the precise date; some time last fall. I was in Canada for several weeks last year, and on my way back, early in September last, I stopped in Potsdam, and it was while I was then there that I first made up my mind as to what library I would have these books sent to by Mr. Cullom.

F. E. SPINNER.

"F. E. S., No. 1."

POTSDAM, *December* 18, 1857.

The following is a correct list and description of all the books lately received as a donation from Hon. Francis E. Spinner to St. Lawrence

Academy, as sent by Mr. William Cullom, late Clerk of the House of Representatives, at Washington, viz:

1. Congressional Globe, 38 volumes, (or separate books.) The set appears to be complete, as to matter, from 1834 to 1855. Nothing earlier or later than these dates; bound in sheep backs and pasteboard covers; entirely unlike in lettering upon the backs; some of them numbered by the volume, some by the year, and others by the session; published at all dates from 1834 to 1855; many of them bearing the names, apparently, of former owners upon the cover, the fly-leaf, or the title-page, and having the appearance of age and much use..... 38

2. Congressional Debates, 30 volumes, (or separate books;) uniform sheep binding, published by Gales & Seaton at different dates, from 1825 to 1837, and apparently filling the space from 1819 to 1837, with the exception of a chasm from 1819 to 1824. None of these appear to have been used..... 30

3. Annals of Congress, 41 volumes, (or separate books.) The set appears to be complete from 1789 to 1824. Uniform sheep binding, published by Gales & Seaton at different dates from 1834 to 1855. None of these appear to have been used..... 41

4. Opinions of Attorneys General, 5 volumes; uniform sheep binding, published by Robert Farnham, 1852 and 1856. None of these appear to have been used..... 5

5. Laws, Instructions, and Opinions on Public Lands, 2 volumes; uniform sheep binding, published by Gales & Seaton, 1838. None of these appear to have been used..... 2

6. Jefferson's Complete Works, 9 volumes; uniform cloth binding, published by Taylor & Maury, 1854. Set new and perfect..... 9

7. Life and Works of John Adams, 10 volumes; uniform cloth binding, published by Little, Brown & Co., Boston, 1856. Set new and perfect..... 10

8. Elliott's Debates and Supplement, 5 volumes; uniform sheep binding, published by Taylor & Maury, 1845 and 1854. An old set, but not materially soiled..... 5

9. Reports on the Finances, 7 volumes; uniform sheep binding, published by "Blair & Rives" and John C. Rives, 1837 and 1851. A very old set, much soiled. The enclosed is the title-page of one of these volumes..... 7

10. Pensions and Bounty Lands, Mayo and Moulton, 1 volume, published by J. T. Towers, 1852..... 1

11. Diplomatic Correspondence, 7 volumes, published by Blair & Rives, 1837. A very old and much soiled set, having the name "Chambers" written in several of the volumes... 7

12. Hickey's Constitution, 1 volume; perfect..... 1

Total number of volumes..... 156

St. Lawrence County, ss.

I, Elijah W. Plumb, being duly sworn, depose and say: That I am principal and librarian of St. Lawrence Academy; that the above described list of books came directed to my order; that I received and opened and examined the packages personally; and that the above list comprises all the books received; and that the description above given of them is true.

ELIJAH W. PLUMB.

Sworn to and subscribed before me, this 19th day of December, 1857.

MILTON BROWN,
Justice of the Peace.

MARCH 22, 1858.

WILLIAM V. HUDSON called and sworn:

By the Chairman:

Question. Where is your place of residence?

Answer. In Utica, New York.

Question. Do you know anything of an order prepared and forwarded to the late Clerk of the House of Representatives, by a Mr. Williams, formerly a representative from the State of New York, in reference to the disposition to be made of his books, under the act of last March?

Answer. I gave such an order from Mr. Williams to Mr. Cullom.

Question. At what time did you do this?

Answer. I cannot remember the exact time. It was within three or four weeks past, since the 25th of last month.

[A paper was here shown to the witness, the same as that copied into the testimony of John Williams.]

Question. Is this the paper you gave to Mr. Cullom?

Answer. It is.

Question. How came that paper in your possession?

Answer. Perhaps it would be well for me to state here that shortly before the present session of Congress commenced, I met Mr. Cullom on the avenue, and he asked me if I knew where Mr. Williams was, I told him I did not, but I would inquire. He said he had not heard anything from him in reference to his books, and wished I would find

at he wanted done with them, as they were ready for him. I
then wrote to Mr. Matteson, and asked him if he knew where
illiams was, and would communicate to him the fact that Mr.
had the books all ready for him. After Mr. Matteson came on
nd just before he left again, he requested me to take charge of
pers and other matters. After he was gone, I think a letter
ere for Mr. Matteson, from Rochester, New York, which I
ded to him. However, I will not be positive about that, but
such was the case. Prior to this, Mr. Cullom asked me again
l heard anything from Mr. Williams, and I told him I had
When Mr. Matteson had again returned here, we were walking
avenue together, and met General Cullom. He asked Mr.
on if he knew where Mr. Williams was, and stated that he had
nothing from him in reference to his books. Mr. Matteson
, have you not got his order? The General said he had not.
atteson said that is very strange; it must be in my room
my papers, which I left with the doctor, meaning me. We
the room, and there we found the order among Mr. Matteson's
, and I immediately carried it to Mr. Cullom. This was some-
efore Mr. Williams was on here, but I do not remember the
late, as I made no note of it at the time.

stion. Have you the letter from Mr. Williams containing the
ou refer to?

wer. I have; here it is.

chairman read the letter to the committee. It was dated
ber 14, 1857, and contained a reference to the order enclosed
.]

ness resumed: I might state here that the General informed me
had written to Mr. Williams, and had not heard from him, and
red where he could be. I think that it is very probable that if
is any fault or negligence about this order not being received
neral Cullom it is ascribable to me; and the reason why I
sed Mr. Matteson concerning this matter was that I was not in
communication with Mr. Williams.

WILLIAM V. HUDSON.

ERT MAYO called and sworn.

By the Chairman:

stion. What is your residence and occupation?

wer. My residence is in Washington City. My occupation is at
n election—reading, writing, and compiling.

stion. Did you have any business transactions with the late
of the House of Representatives in his official character?

wer. I do not know that I can say that I had any business
ctions with the late Clerk more than to present to him a claim
purchase of my books according to the resolution of the House,
y 7, 1856. I will state to the committee to what extent I came
ed here, and it may be a convenience to the committee to know
it is agreeable, I will then answer any questions the committee
ropose. I have brought a portfolio containing certified docu-

ments from the Register's Office in the case of William Cullom's account passed at the treasury. Finding a great many omissions in the files of the Register, I informed myself of other documents in relation to the matter, and I procured them from the Comptroller's Office, from the Auditor's Office, and from the Secretary's Office, with the exception of a very important document, which could not be found or which could not be supplied. It was stated to have been referred to the First Auditor, but on application to him for that particular document he answered in a letter that such a document had never been referred to his office, though the Secretary stated that it was referred to him. This document, therefore, is the only one wanting, and I will submit them to the committee.

Chairman.—You can submit any documents you may have in your possession for our examination and investigation. Are they documents that the committee have not access to, and cannot procure elsewhere than from you?

Witness.—The committee can see for themselves after examining them. I have prepared a synopsis or analysis and classification of these documents which I now have.

Chairman.—Any documents which you may think important for our consideration, and choose to lay before us, we will examine; and facts that may be within your knowledge you will please state to the committee. Any inferences derivable or to be derived from these documents or from these facts will be the province of the committee. Of course it would be very improper for us to call in any gentleman and ask him to examine public or published documents and tell us what inferences he drew from them, and what he thought they would establish; just as it would be very improper for us to submit the oral testimony to him and ask him his opinion upon that. That is our province alone

Witness.—Then I will submit this paper, running over in brief this whole matter as it stands here, as it may be of some service to the committee as a guide to them in conducting this examination.

Chairman.—Is not the paper you hold in your hand one to which we can have access at any time?

Witness.—No, sir; for I have just prepared it myself. It is a kind of synopsis of what is contained in these documents.

Mr. Cullom.—Let me see the paper. I desire to see if it is appropriate to the matter before the committee?

Witness.—No, sir; I do not think you have any right to it. I do not suppose I am here to be examined by you, but by the committee.

Chairman.—This committee is one raised by the House of Representatives at the instance and request of Mr. Cullom, in order that he may have an opportunity to vindicate his character, if it is susceptible of vindication. And allow me to say, that while we are here to do justice in this matter, it is our duty to protect Mr. Cullom from any insult or improper treatment on the part of witnesses here. He has a perfect right to examine that paper, and you must recognize that right.

Witness.—He has a perfect right to examine it after you receive it, but not before.

Chairman.—He may examine any papers when they are proposed to be submitted to us.

Witness.—And it will be at his option whether you receive them or not?

Chairman.—Not so.

Witness.—Then why should you not receive these papers and pass them over to him?

Chairman.—That is a mere form and of no consequence.

Witness.—It is a form to which I feel I am entitled. *This paper* is a brief synopsis, and refers to what is contained in this copy of the Globe, of the 7th of December last, and in these authenticated manuscripts from the public offices. On account of its brevity it will be more readily appreciable by the committee. I have also here a great number of interrogatories, embracing information the most of which I know personally; but they are not in such a shape and form at present as can be submitted, and therefore I had better let this alone for the present, perhaps, and await your queries. But my principal purpose, in addition to the authentic evidence here, was in consequence of late developments in the House of Representatives, in the discussion on the deficiency bill on Friday last, respecting constructive receipts of Mr. Cullom never paid by him.

Chairman.—I presume that discussion was heard by the several members of this committee, and it is not necessary, as a part of your testimony now, for you to tell us about the discussions in the House.

By Mr. Ricaud:

Question. I desire the witness to answer the question put to him by the chairman some time since: Had you any business transaction with the late Clerk of the House of Representatives in his official character?

Answer. I had, so far as this: When the resolution passed the House to take these books I waited upon the Clerk with a copy of a letter from my publishers in Baltimore, which they had informed me was a copy of a letter which they had sent to him, stating their readiness to deliver the books as soon as the appropriation was made. They also sent him a copy of the recent edition.

By the Chairman:

Question. Did Mr. Cullom receive the books?

Answer. No, sir; far from it. I had presented Mr. Cullom and his chief clerk with a copy each some time before this letter and the specimen copy of the books were sent to Mr. Cullom by the publishers, and for the same reason—as evidence of what the books were; for which no orders have ever been received by us from Mr. Cullom. As he declined taking the books at all from me or the publishers, I considered that I would be perfectly justifiable in presenting bills for those specimen copies. Accordingly I called upon the chief clerk some time afterwards, with bills for these books, and told him I wanted them paid or the books returned to me. He declined doing anything with Mr. Cullom's bill, he being absent; and there that part of the matter has stood ever since; but he said he would sooner return me the book he had received than to pay for it, which he did, and which was per-

fectly satisfactory. When I called upon the chief clerk about the same time that I called upon Mr. Cullom, in regard to the proffer of the books from the publishers in Baltimore, the chief clerk told me that Mr. Cullom had taken the whole matter into his own hands, and that he had nothing to do with it. The reason why I called upon the chief clerk in the first instance was that it was the practice of the former Clerks of the House to leave the matter of ordering the books provided for by Congress to the chief clerk, who managed the matter in this wise: he addressed a letter (as I told Mr. Cullom's chief clerk) around to all the publishers for the quota of books each of them was to supply. This usage was very convenient, and susceptible of ready and quick despatch; it could be done in the course of a morning, when the Clerk himself would not know what was done except from information from the chief clerk. I thought it was very singular that this usage should be departed from, and that the Clerk should take the business entirely into his own hands. But presently I perceived that the book clerk who attended to the registry of the book accounts of the Clerk of the House was gone, and I have never seen him since.

Mr. Cullom.—He is dead.

By the Chairman:

Question. Who was this chief clerk, and who the book clerk?

Answer. The chief clerk was Mr. Ingram, and the book clerk was Mr. Harvey. I missed Mr. Harvey, and did not know what had become of him; I was not aware that he was dead. I understood that the Clerk had taken the whole business in his own hands, and nobody in the office could tell anything about it. Mr. Baily has officiated some time since Mr. Harvey's absence, and Mr. Baily's book accounts show nothing, as I understand from Dr. Gunton—

The Chairman.—It would not be proper for you to tell us what Dr. Gunton says, when we can examine him ourselves.

Witness.—You can inquire, then, of Mr. Baily, as well as of Dr. Gunton, whether the accounts with members of books bought and delivered contain any entry whatever in regard to 21 sets of books alleged to have been bought by Hugh Tyler and delivered to 21 members of the House. I can see, from the documents here, that Mr. Baily's statement in regard to that very matter is defective, or rather I would not say exactly that it was defective; but there is no entry or statement of any books having been entered into the account relative to these 21 members, as having been bought and delivered. This *casus omissus* it would be worth while for the committee to take into consideration.

By Mr. Ricaud:

Question. Then you had no business transaction with the Clerk at all?

Answer. I would not say that I had no business transaction with him; but I completed none.

By the Chairman:

Question. Did you commence any with him?

Answer. I did in this wise: I tendered to him, and my publishers

tendered to him, a copy of the late edition of the book, as evidence of that late edition; and all the books alleged to have been bought from other quarters must necessarily have been of older editions.

Question. What was the date of this last edition?

Answer. The last edition embraces the acts and resolutions and proceedings in the Pension Office for the year 1855. This latter part was published in 1855, but there was a neglect or an omission to change the title page to make it correspond to the new matter added to the book; but the new matter tells for itself that it is a new edition.

By Mr. Ricaud:

Question. When was this new edition published?

Answer. It was published in 1855; but the title page of the book in which the new matter was introduced is 1854, whereas it should have been changed to 1855. But that was fully explained, and the new matter pointed out and shown to General Cullom, to prove that all anterior to that edition had been sold to Congress for distribution.

Question. Had you any interest in these books?

Answer. They were mine altogether, and any that could be procured of the previous defective editions must have been sold to Congress, and been bought up as second-hand books by agents, in defiance or in disregard of the tender of these books from myself.

By the Chairman:

Question. How much would you have made if General Cullom had taken the books of you, instead of getting them elsewhere?

Answer. I do not know that I should have made much, if anything, for I never kept an account of profits. I should have received a fraction short of $4,000, as, according to the resolution of 1856, Mr. Cullom was required to take eight copies for each of the new members.

Question. How would it have been, supposing he had taken but one copy for each member?

Answer. I do not know. It would have been but a trifle, and I should hardly have cared whether he took them or not, though he should have had them. I had received a verbal order from his chief clerk during his absence to send fifty copies of this new edition. I was ready to do that, and I suppose he would have paid for them, but at that time fifty copies was part only of the quota required.

Question. Did you send the fifty copies?

Answer. I did not. His requisition upon the treasury was suspended and stopped, and the fifty copies were not delivered, and nothing more was done about the matter. And, by the bye, that very thing which I explained to Mr. Cobb was a paper, a copy of which was sent to me in the place of a lengthy memorial that was asked for, relative to the whole of this matter. That memorial never has been found. And, as I have already mentioned, on application to the Auditor to whom Mr. Cobb told me, in the first instance, the memorial had been referred, he replied in a letter, which is among these documents, that the memorial had never been received in his office.

By Mr. Ricaud:

Question. With whom did you file this memorial?

Answer. I handed it to Mr. Cobb, or rather I sent it to him by his messenger, and asked to see him. Presently he sent for me, and when I went in he had the memorial in his hand. I said: Mr. Cobb, I simply desire to know whether you have received that document, and as I see that you have it in your hand, that is all my business, except that I have to request that you will do what you deem proper in the matter. Certainly, said he, I will do so. Some days afterwards I called again to inquire what disposition he had made of that document, and he told me that he had referred it to the Auditor. But the Auditor has never seen it; and when I requested a copy of it, I was furnished with a copy of a paper of no import, of no account, instead of what I had asked for, in the very face of my letter describing the memorial minutely, and also another document that I wanted, which other document was furnished.

Question. What was the date of this application that you made to the treasury for the memorial?

Answer. It was some time in August last, I believe. It was when I was making up this portfolio. Finding that it was not or could not be procured, I repeated my application to the Secretary and to the Auditor, but neither of them gave any account of it. The chief clerk then even told me that he had never seen or heard of it.

By the Chairman:

Question. At what time did you present this memorial to the treasury?

Answer. In the month of June, I think it was. It was shortly after Mr. Whittlesey's letter to the Secretary of the Treasury, and shortly after his resignation of the office of Comptroller. Mr. Whittlesey's letter is here *in extenso*, informing the Secretary of the reasons why he could not authorize the payment of the requisition for $50,000 by the Clerk. Mr. Whittlesey wrote that letter and showed it, I think, to every one of the publishers. He had showed it to others before he showed it to me. Upon seeing that letter I determined to present this memorial to the Secretary and ask time to take such action in the matter as to him seemed fit, and to carry out Mr. Whittlesey's views in his letter, which was dated the 21st of March, I believe. I heard no more of it, and have not been able to recover that memorial. In that memorial I stated that, since seeing Mr. Whittlesey's letter, I had obtained information that Mr. Tyler was the agent of the Clerk of the House to purchase books; knowing that the Clerk was required by the word and the letter of the law to purchase and deliver these books, it appeared to me to be going out of the way to have an agent. I had learned from Mr. Seaton that Mr. Tyler had received books from him; that induced me to go to Mr. Tyler, who told me—

Mr. Cullom.—I would suggest that it is hardly proper for the witness to state what Mr. Tyler may have told him when the committee can call upon Mr. Tyler himself.

Mr. Horton.—I think that inasmuch as we have, in our examination thus far, recognized and considered Mr. Tyler as the authorized

t of Mr. Cullom, it is perfectly proper for the witness to state
Mr. Tyler, as that agent, said to him.

Witness resuming—

called upon Mr. Tyler, as the agent of Mr. Cullom, to find out
terms he would execute. I found Mr. Hudson Taylor, of this
a publisher of books, one of which has been taken by Congress,
nt in the room. When I came in Mr. Taylor said not a word,
gh I presumed that he was in interview with Mr. Tyler; when
ne in, said I, Mr. Taylor, you need not be incommoded by my
nce, I have nothing to say which I would not be willing for you
ar; what I have to say is very brief, and I will then leave you
with Mr. Tyler; I then said to Mr. Tyler: I understand that
are the agent of Mr. Cullom for the purchase of books for Con-
s. I am, said he, I then said, my pension laws are among the
s enumerated in the order of the House, and I wish to know if
will not take these books of me as a part of those that you are
hasing, or are to purchase. Why, said he, I have fifteen applica-
s from persons other than the publishers to sell me these books.
of them, I asked, mine among the rest? Yes, he replied; of
m, said I, have you purchased my books from anybody? If you
e you must have got books that are not contemplated at all by the
lution of the House, and books sold to former Congresses. Said
I have not purchased them yet. I then said, will you be so good as
ell me who those persons are who have offered to sell you my book?
ll, he said, I do not like to do that. Said I, if I will name the indi-
ual will you tell me? Yes, said he, I will do that. I then said, did
—— offer you any? No, he said. The reason I asked that was
use Mr. —— had a considerable portion of my books, of a former
ion that had become comparatively worthless, that he had not ac-
ted for in any manner. And there I stopped the inquiry. After
ng to me that they had offered these books to him at reduced prices,
id, what will take for your books? Said I, sir, do you take me to
person to whom you can make that inquiry or proposition? You
uch mistaken if you suppose that I will take anything less than
rice at which they have been heretofore purchased. All this was
ne presence of Mr. Taylor. But he was so abstracted that he
t not have taken any particular notice of the conversation. Mr.
r changed the subject, and I told him I would call again to see
t he would do. I said to him that I thought I was entitled to
e my books taken, and that I did not see why I was to be put off
his way. I said that this was the only thing that I had to rely
n for my subsistence. I showed him the papers and the informa-
to prove that I was entitled to have eight copies of my books
en for each of the new members. If I did not leave those papers
h him at that time, he had them in his possession afterwards for
ne time, and continually entertained the idea that I ought to have
order for eight copies for each new member. I called upon him
in to ask him what he had concluded. He said that he had not
cluded upon anything, but would talk with Mr. Cullom about it.
said he thought I was entitled to have eight copies taken for each of

the new members. Says he, Doctor, as you are so straitened I will lend you some money. Said I, that is a kindness, and an evidence of your disposition to do anything to the extent of your ability. If you will lend me some money, I will give you a receipt for it, to come out of the proceeds of my books ordered for Congress. He stepped out, and came back in a short time and handed me fifty dollars, for which I gave him a receipt. And that stands so yet, for I have never received any order for my books. Sometime afterwards I called upon Mr. Tyler at his lodgings, at Mrs. Harrison's boarding house, and told him that the fifty dollars he had lent me had been of great service at the time; but the time was going by, and he had not done anything for me about my books. Said I: Mr. Tyler, are you still of opinion that I am entitled to have those books taken of me? He said he was inclined to think so, but he must refer it to the Clerk. Very well, said I; now stretch the matter a little, and lend me fifteen dollars more and enter it upon my note for the fifty dollars. He did so; and that I considered an evidence of his willingness to do what he could for me. My intercourse with Mr. Tyler stopped after that, because very soon after that I learned of the existence of an account, in one sense considered to be the account of Hugh Tyler against Mr. Cullom, and in another sense that same account is considered one of Mr. Cullom against the treasury. There is Mr. Tyler's receipt on the back of the account, which embraces twenty-one sets of books for twenty-one members of Congress. These twenty-one sets of books were alleged to have been purchased in July and the early part of August, 1856. Mr. Tyler's receipt, endorsed upon the back of that account, was in December, 1856—about six months afterwards I know there is such a thing as giving receipts constructively, without money having been received. When Mr. Tyler was asked by the Comptroller of the Treasury

Question. Were you present?

Answer. I was not present, but Mr. Rives was present.

Chairman. Mr. Rives can state that himself.

Witness, resuming. I say there is such a thing as constructive receipts—when no money has passed; and it might be worth while to put the question to Mr. Tyler, whether he actually did receive, in December, 1856, this sum of $25,880 40, and also from what depository he received that money, and that depository would be able to show whether such money was ever paid; and it might be very important to say what Mr. Tyler gave for those books, and of whom he bought them. But, to leave Mr. Tyler, I can state a fact that that gentleman (pointing to Mr. Ingram) knows something about, in regard to constructive use of newspapers. One of the members of Congress came into the chief clerk's room—when I was present, making some inquiries and endeavoring to get something done about my books—and inquired, what about the newspapers? Mr. Ingram said, have you had any newspapers? No, said he, I have not. Then, said Mr. Ingram, we will give you the money. And he gave him a check upon the depository in Seventh street, which I presume was Suter, Lea & Co. Now, I say that deposit was illegal. Yet there was a check for the amount for the set of newspapers to this member; and he took

ıe check and got the money. I presume that where one fact is found :hers might be found upon inquiry.

By the Chairman:

Question. What was the name of that member of Congress?

Answer. I did not know his name.

Question. How did you know he was a member of Congress?

Answer. Because he came to inquire about his privilege of newsapers, and was told that if no newspapers had been furnished to him e could have a check for the money. It is not worth while for me to ay that this constructive use of newspapers, and their commutation or money, is a thing not practiced in the other end of the Capitol, hough they know it is done by the House.

Question. Do you wish the committee to understand that that fact ras in your opinion indicative that there was corruption and fraud ıracticed by the chief clerk and the members of the House?

Answer. It was indicative of something that I should say was a ieculation upon the treasury; for if the printers of these papers did not eceive the money for the papers, it should have remained in the reasury.

Question. You then considered the newspaper resolution as a resoution for the benefit of the newspaper publishers?

Answer. It was for the benefit of those who read the papers, and :hey could not be read by the members without paying the newspapers, or without the presentation of the account of the newspaper publishers. And if members did not want to read the papers they should have left the money in the treasury, and not taken it themselves instead of taking the papers. I will say now, that in the passage of the accounts at the treasury, there was a great deal of agitation between the Secretary of the Treasury and the accounting officers, and there were frequent references to the Attorney General. It appeared to me that the Secretary of the Treasury had taken it upon himself to have a say in every step taken by the accounting officers, to an extent amounting to an interference with the accounting officers. I made a remonstrance to the President respecting it, and the President referred that remonstrance to the Secretary the next day. I know nothing what the Secretary did with the communication of the President. But it did come about that there was more frequent interference, as I conceived, with the accounting officers after that than there had been before.

Question. Do you mean to be understood as saying that there was improper interference?

Answer. I would say improper interference because that is shown ıere under the fifth head, on the second page of the Daily Globe of :he seventh of December last.

Question. Would you carry your idea further and say corrupt interference as well as improper interference?

Answer. It would have that appearance if there was not a satisfactory explanation to the contrary, because it is denied by law, and by :he practice of former Presidents and Secretaries that a head of a department can interfere at all with the accounting officers in their settlement of accounts. That is fully set forth under the fifth head,

in, I think, the sixth column of the second page of the Daily Globe of December 7, 1857. It would seem to be a matter that required explanation, though I should say it was incapable of any explanation, because the law is peremptory upon the subject. And McClintock Young, who acted occasionally as Secretary of the Treasury, and for a long time as chief clerk of the treasury department never knew of an instance of the head of the department interfering with an accounting officer.

Question. Do you wish us to take as a conclusive fact that McClintock Young, while acting as Secretary of the Treasury, never knew of such an instance?

Answer. I would have the committee satisfy their own minds whether the law permits it, and whether it is fully set forth that they shall not do so.

By Mr. Ricaud:

Question. Have you read the resolution under which this committee was appointed?

Answer. Yes, sir.

Question. Do you think that that resolution confers upon us the power, and the necessity of inquiring into the conduct of the executive officers of the government?

Answer. My dear sir, I did not look so minutely into the resolution as to enable me to make up my mind about that.

Question. Do you suppose that if there was any fraudulent conduct upon the part of the Secretary of the Treasury, or upon the part of the disbursing and accounting officers of the treasury, that fraud or improper conduct is chargeable upon the Clerk of the House of Representatives, or upon members of Congress?

Answer. If there should have been collusion, and that you can judge of for yourselves. You are all lawyers, I presume, while I am only made up of that which occasion has compelled me to become acquainted with.

By the Chairman:

Queston. Do you mean to charge, or to be understood as attempting to establish the fact that the Clerk of the House was guilty of a corrupt collusion and combination with the Secretary of the Treasury by which to defraud the government?

Answer. It is so set forth in my opinion published in this issue of the Daily Globe.

Question. I ask you whether you state here upon oath that such is your opinion?

Answer. I will not say it was so, because the committee can draw their own conclusions upon the subject.

Question. Do you in giving your testimony, add this to it, for the purpose of establishing here as part of your evidence, given upon oath, that in your opinion there was such a corrupt combination between the Clerk and the Secretary of the Treasury to defraud the government?

Answer. I will not say that I have made up an opinion about it, because an opinion of that kind must be based upon minute and accurate legal information.

Question. Do you state these facts here with a view to establish in ıe minds of the committee the opinion that the late Clerk of the House as been guilty of a corrupt combination with the Secretary of the 'reasury to defraud the government?

Answer. I do not state this with a view to establish anything in the ıinds of the committee. If the thing comes before the committee in his informal way they can judge of it themselves. I do not make his statement asking the committee to come to any particular conlusion at all. The whole matter is simply set forth in the documents have here, and in the Daily Globe.

Question. That may be very true. But we all know that men, under he excitement of the occasion, from whatever cause that excitement nay have originated, frequently say things in the columns of newsıapers that they would hardly like to repeat in an investigation under he solemn sanction of an oath. We can read what is in the newspaıers. But we are examining you as a witness, and have now invoked ou by the highest power known to us to tell us the facts as you know hem.

Answer. The latter part of this conversation has gone a little into onversation that cannot be taken to be an assertion that the matters lluded to in regard to collusion are conclusive facts. I do not mean o be understood, upon reflecting upon what I have said, as I say now do reflect upon it, as saying upon oath that there was collusion. But say that there was an estimate and a requisition upon the treasury or $50,000 as an indemnity to Mr. Cullom for books purchased and lelivered. Now this $50,000 estimated for never was received and ıever was allowed as an indemnity, but was receded from in subsequent stimate. I know that to be so because I have seen the documents. There never was but $25,000 of this money claimed, and I very much loubt whether that money was paid, except constructively, to Hugh 'yler. And when he is required to answer he may convict himself f having given a constructive receipt.

By Mr. Ricaud:

Question. Do you say that this requisition of $50,000 was to indemify the Clerk?

Answer. Yes, sir.

Question. Or was it merely to enable the Clerk to supply members ith books?

Answer. It was to indemnify the Clerk, according to my present collection of Mr. Whittlesey's statement to the Secretary of the 'reasury, and that statement is here; it was to indemnify the Clerk r money paid for books.

By the Chairman:

Question. Did you ever see that requisition?

Answer. No, sir, but I have seen the statement of Mr. Whittlesey ı regard to it.

Mr. Ricaud.—You are mistaken in regard to the character of the quisition. We have the paper before us. Mr. Whittlesey was misken about it.

Chairman —It is but justice to yourself to have this statement go upon the record, as the documents do not sustain the statement that the requisition was of that character.

Mr Ricaud.—The requisition for $50,000 was for a part of the $138,000 appropriated by the act of the 3d of March, 1857.

Witness.—Well, sir, I will show you, and I am glad the thing has come up. I have here two letters from Mr. Whittlesey after he left the department.

By the Chairman:

Question. Are those letters addressed to you or to the officers of the department?

Answer. They are addressed to me and relate to this matter, and state that he would not countersign the warrant unless the Clerk gave proof that he had purchased those books.

By Mr. Ricaud:

Question. Did you file a caveat against the payment of any money out of the treasury for this purpose?

Answer. I did, after reading Mr. Whittlesey's statement and seeing the accounts of Mr. Cullom in the hands of, and exhibited to me by, the Comptroller.

Question. Was that adjudicated at the department?

Answer. Witnesses were named by me to the Auditor; they were requested to give their affidavits. In the circular addressed to the persons named as witnesses the auditor required them to give their affidavits and to confine themselves rigidly to facts touching Mr. Cullom's account.

Question. Was the examination made according to the rules laid down by the department?

Answer. There was no examination at all. It was urged by some, among others by Mr. Rives and myself, that these witnesses ought to be called and examined before the Auditor, according to law.

Question. That was an opinion you took in contradistinction to the department?

Answer. I referred to the law.

Question. And the department overruled what you stated to be the law?

Answer. Yes, sir, I suppose so, practically at least.

Question. Was the case adjudicated?

Answer. Yes, sir.

Question. Was the caveat overruled?

Answer. No, sir; it was complied with to a certain extent, by calling for the affidavits of witnesses. That was what the caveat asked and that they should not be precipitate in passing upon that account without examining witnesses in relation to alleged frauds embraced in the accounts.

Question. Was such an examination had?

Answer. There was no examination, for the Auditor did not send for anybody to come before him, to my knowledge and belief; but some of them made such affidavits as they thought proper.

Question. Was a copy of the account sent to each party called upon?

Answer. A circular was addressed to each, with a copy of the caveat?

Question. Was he required to file his affidavit as to the truth or falsity of each item in the account?

Answer. Yes, sir, and some of them complied so far as to transmit their affidavits to the Auditor, but they did not restrict themselves to the statement of facts touching the account, but went into presumptive and circumstantial evidence of the fraud.

By the Chairman:

Question. Who were those who did so?

Answer. Mr. Deeble, of the Intelligencer office, was one, and Mr. Moore, of the Intelligencer office, was another. I have a classification of that sort of affidavits here. I think Mr. Rives' affidavit was of that character, and then there were other affidavits of that class.

Question. Was your own affidavit there?

Answer. Mine is there under that very head, giving this as presumptive evidence. It is there relating to that very thing and hardly anything else but the presumptive evidence of the intention of fraud.

By Mr. Ricaud:

Question. Is that all the knowledge you have of fraudulent conduct upon the part of the late Clerk?

Answer. It is. I will leave the documents I have here; they consist of the Globe of the 7th of December last, and the manuscript documents from which that was printed, and a brief synopsis which I have made of the classification of the evidence and the other documents in this portfolio. I should like very much to furnish some interrogatories for Hugh Tyler.

Chairman.—You can furnish them to me, as chairman of the committee, and I will lay them before the committee.

Witness.—I have them here now, but they are not in such shape as I would wish to leave them here. I will, however, prepare and present to you interrogatories not only for Mr. Tyler but for others.

ROBERT MAYO.

JOSEPH SHILLINGTON called and sworn.

By the Chairman:

Question. What is your residence and occupation?

Answer. My residence is Washington city, and my occupation that of book seller.

Question. Do you know whether the books that have usually been furnished members of Congress for their private libraries, under the book resolutions, as they are called, or any of them, have been in the market, accessible to the trade, or whether they could only be procured of the publishers?

Answer. There has been any quantity of them in the market, accessible to the trade, for I have frequently bought them myself.

Question. Did you buy them for yourself?

Answer. Yes, sir; with the intention of selling them again.

Question. Did you ever buy them for any body else?

Answer. I bought some books for Mr. Rives.

Question. What books?

Answer. The Congressional Globe and Appendix.

Question. To what extent?

Answer. I got an order at one time from him to buy to an unlimited extent, and I accordingly bought several sets. Some of the books I delivered to Mr. Rives, and he told me, or, rather, I was told by his clerk, to stop delivering them until I had a quantity to make it an object to deliver them. When I had collected some eight or ten sets, for which I wanted the money, I stepped around to Mr. Rives, and asked when I should deliver them. He said that he had enough at that time, and should not want any more.

Question. Did he pay you for what you had delivered?

Answer. He did.

Question. Did he pay the money to you yourself?

Answer. He paid it to Mr. Noyes, who was formerly my clerk.

Question. How many books did you deliver to Mr. Rives?

Answer. I delivered but one set, for he said he did not want any more.

Question. What price did you charge?

Answer. Four dollars a volume.

Question. What use did he make of these books?

Answer. I do not know that he told me what he intended to do with them.

Question. Were they books he had published?

Answer. Yes, sir.

Question. Did you ever sell any of those books to the Clerks of the House of Representatives?

Answer. Yes, sir; I have sold them to Mr. Campbell, to Mr. Lowry, to Mr. Forney, and also to Mr. Dickins, the Secretary of the Senate.

Question. Do you know of any other persons who purchased and sold these same works to Mr. Rives?

Answer. John F Callan told me that he had sold some to Mr. Rives; and there was also a man in Georgetown, who had died within three or four weeks past, a Mr. Dieth, who told me had sold some books to Mr. Rives.

By Mr. Horton:

Question. How many volumes did you deliver to Mr. Rives?

Answer. I delivered only one set of the first sixteen volumes that had been published, when he stopped me, and said he would prefer to have more at a time. The others he declined to take from me, although I had purchased them for him. I think there were from seven to ten sets of them.

By Mr. Ricaud:

Question. What do you mean by a set?

Answer. I mean a number of consecutive volumes, from the first down to the last published at the time. To the best of my recollection—for this was three or four years ago—he told me to buy for him the first sixteen volumes, and as many sets as I could.

By Mr. Horton:

)uestion. Had there been more than sixteen volumes published up hat time?

ıswer. Probably there might have been.

)uestion. Can you purchase perfect sets of the Congressional Globe his time?

ıswer. Yes, sir; I can purchase several. I received a letter no ger ago than yesterday asking me to purchase these books.

)uestion. Could you purchase many sets of them?

ıswer. I could not say how many, but I could purchase right ırt of them.

)uestion. Could you purchase ten, fifteen, twenty, or thirty sets?

ıswer. I think that, give me a month, I could purchase twenty hirty sets of them.

)uestion. Could you purchase the thirty-seven volumes furnished he 33d Congress, or the forty-three volumes published up to the se of the 34th Congress?

Answer. I think I could purchase the forty-three volumes.

By Mr. Cullom:

)uestion. Have you not furnished quite a number of books upon order, under the resolution of July 7, 1856, and the act of March 1857?

Answer. I have furnished a number of books.

)uestion. Do you remember the aggregate amount you have re- ved from my office for books thus furnished and delivered?

Answer. I received for books furnished for the 33d Congress 474 50, and for the 34th Congress $5,078.

By the Chairman:

)uestion. Did you give your receipt to Mr. Cullom for the exact ount you received?

Answer. Yes, sir.

)uestion. Did you give him, or promise to give him, directly or irectly, any benefit, profit, or advantage for your contract?

Answer. Never; not a copper.

By Mr. Ricaud:

)uestion. Was any such thing asked or demanded of you?

ıswer. No, sir.

By Mr. Horton:

uestion. Neither by himself nor any body for him?

ıswer. No, sir.

By Mr. Ricaud:

uestion. Were you required to furnish books in good condition?

nswer. Yes, sir; every book I furnished was in good order, and ersons who received them from me spoke of them at the time as g the best looking books delivered here; they were all examined ully by the book clerk and those who received them, General om being absent; and I will say here that, for all the books I

have sold to the Clerks of the House of Representatives, I have demanded and received the full publisher's prices.

J. SHILLINGTON.

SAMUEL V. NOYES called and sworn.

By the Chairman:

Question. What is your residence and occupation?

Answer. My residence is Washington city, and my occupation that of newspaper reporter.

Question. Do you know anything about Mr. Shillington having furnished any copies of the Congressional Globe to Mr. Rives?

Answer. Yes, sir.

Question. What do you know in regard to that matter?

Answer. I remember collecting an account for Mr. Shillington against Mr. Rives, in 1855, for sixteen volumes of the Congresssional Globe.

Question. Were you then clerk for Mr. Shillington?

Answer. Not at that time, but I had been for sometime previously.

Question. Did you collect this money from Mr. Rives himself?

Answer. I will not be certain about that; if I did not get the money from him I showed the account to him, and he referred me to his clerk, from whom I received a check upon the Bank of the Metropolis for the money.

Question. Do you know of Mr Rives having bought any of that class of books from other persons?

Answer. I do not.

By Mr. Horton:

Question. Were these 16 volumes the first 16 volumes published?

Answer. I cannot say as to that; my impression is that they were.

Question. Was that a full set of the Globe? All the volumes that had been published up to that time?

Answer. I do not now recollect; I suppose I knew at the time; I will state that I had left Mr. Shillington's employ a short time before, and my brother had taken my place; Mr. Shillington was about leaving for Europe, and requested me to collect this account for him, as I knew more about it than my brother did; and I took it and collected it during his absence.

SAMUEL V. NOYES.

MARCH 25, 1858.

JOHN ALEXANDER called and sworn.

By Mr. Ricaud:

Question. What is your place of residence and your occupation?

Answer. My place of residence is Washington city, and my occupation that of upholstery and paper hanging.

Question. Did you furnish any upholstery for the use of the House of Representatives, under Mr. Cullom, late Clerk?

Answer. I did.

Question. What articles did you furnish?

Answer. I furnished some carpets, looking glasses, chairs, tables, &c.

Question. Had you any other contract with Mr. Cullom in relation to anything connected with the Capitol?

Answer. No, sir.

By Mr. Horton:

Question. What was your mode of doing business? Were the prices named for the articles ordered of you, or was merely the order given without any reference to prices?

Answer. Each committee named the articles it wanted, the list was sent to me, and I furnished them.

By Mr. Ricaud:

Question. Did you furnish the articles on the simple order of the committee to you, or did it come from the Clerk?

Answer. It usually passed through General Cullom's hands before it came to me; but he was sick when I received my first order, and I think Mr. Holliday gave me several orders, but not all that I received.

Question. Were you paid for all the articles you thus furnished?

Answer. Yes, sir.

Question. In any of these contracts that you obtained to furnish articles, was there any agreement or understanding between you and General Cullom, or any of his employés, by which any portion of the money to be paid for the articles you were to furnish, was reserved for them, in consideration of your receiving the contract?

Answer. No such arrangement was ever made.

Question. Have you any knowledge of any such arrangement having been made by any one who furnished articles for the use of the House?

Answer. I have not.

Question. At what time did you furnish these articles for the use of the House?

Answer. During the first session of the last Congress, in the month of February, I think.

By Mr. Curry:

Question. Did you keep these articles that you furnished in your store for sale, or did you buy them elsewhere?

Answer. Some of them I kept for sale, and others I went to New York and bought.

Question. What percentage did you charge?

Answer. Our profits are generally about 33 per cent. I have been looking over my account, as published in the report of the Clerk of the House, and I find that for some articles I charged less than Colonel Forney paid for similar articles furnished under his orders.

By Mr. Horton:

Question. Were your usual profits 33 per cent. on the cost of the articles furnished?

Answer. Yes, sir; that is about what we usually charge.

Question. On pages 49 and 50 of House Miscellaneous Document No 9, 34th Congress, 3d session, I find the following items charged: 6 revolving chairs, $96 00; 10 revolving spring-seat chairs, $190 00;

one mahogany table, $150 00; 2 set satin delaine curtains, $95 00; one French mirror, (French plate,) $45 00; hair brush, $1 50; comb, $1 00, &c.; are those charges all correct?

Answer. Yes, sir. In relation to the mahogany table, I will say that I think it is in the room of the Committee on Commerce. There were only two of those tables.

Question. What is your rule in charging for carpeting, the making, &c.?

Answer. We charge 12½ cents a yard for making, and then we charge extra for putting it down; and we also charge extra for moving furniture out of and back into the room. These are the regular charges paid by all the departments.

By the Chairman:

Question. What is the usual cost per yard for making and putting down carpets?

Answer. We charge 12½ cents per yard for the sewing, and then we charge for putting down at the following rates: for 30 yards of carpet $1 75, or nearly 6 cents per yard; for 50 yards, $2 00; for 60 yards $2 50, or about 4 cents per yard.

Question. Do you charge more or less for putting down a carpet in a large room than a small one?

Answer. We charge less per yard, but more for the room.

JNO. ALEXANDER.

PHILEMON BLISS called and sworn:

By the Chairman:

Question. Were you a member of the last Congress; and if so, from what State, and were you a member of Congress then for the first time?

Answer. I was a member of the 34th Congress, from the 14th district of the State of Ohio, and that was my first term.

Question. Did you receive the books, or any of them, to which you were entitled under the resolution of the House?

Answer. I did not myself receive them?

Question. What passed between you and the Clerk, in relation to those books?

Answer. There was nothing said between me and the Clerk, or any one for him, in relation to the matter. After my return home, after the close of the 3d session of the last Congress, I received a circular from the Clerk's office requesting me to designate the library to which I desired the books sent to which I was entitled under the appropriation act that finally passed. I replied, designating the library. On my return to the present Congress, near the commencement of the session, I saw an article in the Globe in relation to the Clerk of the House, the books for members, &c. I immediately sat down and wrote to the librarian of the library to which I had ordered my books to be sent, stating that a question had been raised here in relation to the delivery of the books, and requesting him to inform me what books had been received, and the condition in which they were received. I

ived, in reply, a letter dated December 21, 1857, in which is the
wing in reply to what I had written:
We have received complete sets, in good order, of Gales & Sea-
s Annals, and their Register of Debates; the Public Land Laws;
ott's D bates; Opinions of the Attorneys General; Finance Re-
s; John Adams' Works; Jefferson's Works; Hickey's Constitu-
, and Mayo & Moulton's Pension and Bounty Land Laws."
We have received only 38 volumes of the Congressional Globe
Appendix, not including the two volumes you forwarded by mail.
volumes comprising the doings of the 1st and 2d sessions of the
1 Congress are required to complete the set.
The Globe is not in such good order as might have been desirable.
re is such a want of uniformity in the binding, such an air of
iquity and hard usage about some of the volumes, as fully to bear
the assertion of the publisher that Mr. Cullom was buying up
sweepings of their office.
Of the 'Diplomatic Correspondence' we have not received a single
ume, but instead I find its very title erased from the list sent by
Cullom. You, of course, are better able than we are to judge
ether this is *de jure* or not."
Jpon the receipt of this letter I immediately applied to the Clerk
elation to the Diplomatic Correspondence, and he stated that they
not been obtained for a portion, if for any, of the members. In
ard to the other matter, I replied to the librarian that I did not
w that the resolution ordering the books designated the style of
bes to be sent.
Question. In speaking of the style of the binding of the Globes
s your correspondent state anything from which you could infer
ether the difference in the binding was more than would naturally
st in books bound at different times, from session to session?
Answer. There is nothing said in relation to that matter except
at I have read.

By Mr. Curry:

Question. Is there a copy of "Little & Brown's Revised Statutes"
luded in the list sent?
Answer. No, sir. I received them myself under a previous resolu-
1. They were not included in the provision of the appropriation
relating to libraries.
Question. Were "Hamilton's Works" included?
Answer. No, sir; I made inquiries in relation to them, and found
t they had not been sent. I think they were not included in the
ropriation bill. The original resolution included several books
ch were not embraced in the library provision of the appropriation

By the Chairman:

uestion. Have you any knowledge of any fact in relation to the
ject of our investigation which you have not stated?
nswer. I have no knowledge of anything of the kind.

P. BLISS.

HUDSON TAYLOR called and examined.

By the Chairman:

Question. Did you or your firm furnish any books for members of Congress or for libraries to the Clerk of the House of Representatives under the resolution of the last Congress?

Answer. Yes, sir.

Question. What books did you furnish?

Answer. We furnished a great many books for the libraries.

Question. Do you recollect what books you furnished?

Answer. I have not a memorandum of them here, and do not think I could tell the books and the number of each work I furnished.

Question. Can you make out a memorandum and furnish it to the committee?

Answer. I suppose I could, but it would be a very troublesome operation, for sometimes I would make out a bill here when the books were delivered, and simply enter upon our books the charge of so much for books per bill rendered. I suppose all our bills are upon file in the Clerk's office.

By Mr. Curry:

Question. I find upon page 151 of House Miscellaneous Document No. 12, of the present session of Congress, your account for books: 5 sets Register of Debates $145; 8 sets Annals of Congress $1,680; 29 copies Hickey on the Constitution $29; 28 sets Elliott's Debates $448; 2 sets Opinions Attorneys General $30, and 1 Diplomatic Correspondence $15—total $2,347. Does that correspond with your recollection of books furnished by you?

Answer. I have no doubt we furnished them.

By the Chairman:

Question. Did you actually furnish all the books that your bills call for?

Answer. Yes, sir; every copy.

Question. At the prices designated?

Answer. Yes, sir.

Question. Did you pay or agree to pay to the Clerk any money, or promise him any consideration of any kind, as a bonus for your contract?

Answer. No, sir; not a cent.

Question. Were you paid by him the full amount of your bills?

Answer. Yes, sir; every cent of them.

By Mr. Cullom:

Question. Did I ever demand anything of you in consideration of your contract?

Answer. You never even intimated such a thing.

By the Chairman:

Question. What is the character of the books that you furnished?

Answer. We furnished all upon the list that we could get, except Gales & Seaton's books.

Question. I mean, what was the condition of the books you furnished?

Answer. When we delivered them here the messengers looked them all over, and compared them to see that the volumes were all correct.

Question. What was the agreement between you and Mr. Cullom in reference to the character and the quality of the books which you were to furnish; what were his requirements in relation to them?

Answer. His requirements were that the books should all be in good order.

Question. Was he present when the books were delivered here by you?

Answer. I think he was absent from the city for a portion of the time.

Question. Do you know whether he had any personal knowledge of these books?

Answer. I do not.

Question. Who received them

Answer. There were three or four persons who received them; Mr. Baily, Mr. Emmerich and others. We delivered them in a committee room near this one, and every set that was brought in was examined; of course we did not examine every volume thoroughly to see whether it was imperfect or not, because we could not do that. If there was any imperfection found, we stood ready to make it right, as we do in all other cases. Frequently among new books we buy there are found some that are defective, a signature wanting, or a wrong signature put in, and if we are called upon we make it right, in each case, by taking the book back and exchanging it. Some of the sets that we delivered here had been supplied, probably, to some former members of Congress, and we delivered them in just the same state that they received them.

Question. Do you know what has been the usage heretofore among members of former Congresses in regard to books furnished to them under various resolutions of the House; whether they retained them or whether they have disposed of them?

Answer. I know that in some instances they have disposed of them, I do not remember any instance for some time past. We have bought books from ex-members of Congress, and exchanged with them for other books sometimes.

By Mr. Ricaud:

Question. What are the facilities for purchasing the books that have been distributed under the various resolutions of the House?

Answer. I think that just at this time it is rather difficult to obtain them, but it has been very easily managed heretofore. Copies of these works were always getting into auctions; we saw them advertised in the libraries of deceased members of Congress that were to be sold at auction, and we could frequently get them in that way. There was a large sale in Richmond, the other day, of the books of the late Hon. William Bayley, of Virginia, and I know a bookseller of this city who sent down there and got a great many at a very low price. We did not buy any, as we did not know of the sale in time. We got an

order from the Senate some years ago to supply —— sets of State Papers, which were scarce then. The publishers did not have them as they were out of print, we bought them up wherever we could find them.

By Mr. Curry:

Question. Do you remember whether the sets of books which you furnished were perfect or incomplete as to the number of volumes?

Answer. They were all perfect so far as I know.

Question. Then how do you explain this discrepancy? On page 146 of the document to which I have already referred, I find this item charged in your account, viz: 5 sets Registers of Debates, 29 volumes at $145, $725; on page 151 of the same document I find this item in your account, 5 sets Register of Debates, $145. How do you explain that?

Answer. I think the latter item is a misprint. I will guarantee that our bills do not show any such discrepancy as that. A set of Register of Debates comprises 29 volumes, which, at $5 per volume, would make $145 for one set. I think in the last account to which you referred it must have been a misprint of "five" for "one."

By the Chairman:

Question. Were you able to buy the Congressional Globe of Mr. Rives?

Answer. No, sir, he would not sell them to us; when we received this order from Mr. Cullom, I went to Mr. Rives and told him that as we published some of these books ourselves, we desired to furnish his with them, but we did not want to speculate upon his books, and I asked him if he would sell us his books to enable us to comply with the order. He said: I will not take off for you one cent of the government price. I replied to him: I do not ask you to take off a cent; I came to you in good faith to say that we had got this order from the Clerk, and wanted to supply your books and did not want to pick up your books round about in any way. Said he, I will do anything to accommodate you and Maury; but I will not do anything to accommodate those fellows up there. I said: Then will you sell us your books, and we will pay you the full price for them as soon as we get the money from the government? Yes, said he, I will. Well, said I, we will take fifty sets at once of your Globe and Appendix. What do you call a set, he asked? Thirty-seven volumes, I said; no, said he, a set is forty-three volumes. I replied: I know you have already had this controversy with the Clerk, but I did not suppose you would have it with us. Said he: I will not sell less than forty-three volumes to the set. I told him that thirty-seven volumes were all that the Clerk was authorized to buy, as they were all that had been furnished to members heretofore. He said: my set is forty-three volumes. I know, said I, that you have printed six volumes since the former members were supplied. But you have furnished already to the members of this Congress twenty-four sets of those six volumes, and why do you want to force them upon Congress again? Said he, I will not sell less than forty-three volumes to the set. Well, I replied, I can-

buy them of you; but as I wanted to send these books up as kly as possible, I came to you to buy them of you, but you will e me to go out into the market and get them as I best can. I can- help it, said he, but I do not believe you can get them in the ket. I believe I can, I said, though I do not want to do it. Do object to my going into the market to get them? No, said he; are a book-seller and have a right to go into the market for books. ', said I, I want to get some sets of the Diplomatic Correspondence. at do you call the price of a set, said he? I replied $15 a set. said he, the price of a set is now $25. Why, said I, you furnished 1 to the 33d Congress for $15 a set. I don't care, said he, a set is th $25 now, and you can take them or not just as you please.

By Mr. Ricaud:

uestion. Had the set been increased any?

nswer. I believe it had. I then said to Mr. Rives there are your ance Reports. Said he, I will sell them to you. Said I they are a set. No, said he, they are $24½ a set, I said to him: I see do not want to trade with me; I have been up to the House and d that your former prices were $24 a set. Well, said he, I do not for the half dollar, but I will make out your bill for $24½, so as e consistent, and if I allow you the half dollar, it will be all right. id to him, we cannot charge more than $24 a set. We did not de the matter then. But he went up to the House and found out former price, and then sold us some of them at the same price, a set. I think we bought sixty sets of him.

By the Chairman:

uestion. Is the binding of the Congressional Globe uniform from to year, or does it vary in appearance?

nswer. I think that lately it is uniform; but we have had some with different bindings; some of the backs dark, and some light; e sheep, and some Russia leather.

uestion. How is it with series of books bound at different times, azines, and books of that kind; will they look uniform, or will e be a difference?

nswer. There will be a difference that you can see in a moment, he leather of the new binding will look much brighter than the We had some books to bind the other day; some volumes of per's Magazine. We got leather of exactly the same color, and exactly the same kind of lettering on the back; but you could ct the new volumes across the room. I do not believe Mr. Rives a set of Congressional Globes bound in his office to which he d add the new volumes of the present Congress, and bind those volumes so that they could not be distinguished readily; they will . A work published periodically, as that is, from year to year, show a difference in the binding.

uestion. How many sets did you furnish to the Clerk, as nearly ou can recollect?

nswer. We must have furnished somewhere about fifty sets, I s. There were other sets furnished by another house here, I ve; I think that sixty-odd sets have been furnished altogether.

Question. Did you furnish any books except to supply libraries?
Answer. No, sir.

By Mr. Horton:

Question. Do you say that there were sixty sets furnished in all?
Answer. About sixty sets, I think.
Question. How many sets were to be furnished?
Answer. I do not know exactly how many. As fast as the names of the libraries were sent in, we would furnish the books, and no faster, because the treasury would not pay for them until they received the voucher from the library. We had the order to supply all that were wanted until Mr. Cullom went out of office; but we could not get pay for them until the libraries were designated.

HUDSON TAYLOR.

JOHN F. CALLAN called and sworn.

By the Chairman:

Question. What is your residence and occupation?
Answer. My residence is in this city, and during the sessions of Congress I am clerk to the Committee on Military Affairs of the Senate, and I have been such clerk for six years past.
Question. Do you know anything about the books that are furnished to members of Congress under the various resolutions that have been passed from time to time, whether or not they are obtainable in the general market of this city?
Answer. I cannot say that I do.
Question. Have you had anything to do in the way of purchasing or selling these books?
Answer. Do you mean to the Clerk of the House of Representatives? No, sir.
Question. I mean, have you had anything to do in the way of purchasing and selling books of the same character as those furnished to him?
Answer. In the position which I occupy a good many books fall into my hands, as Senators frequently give me books; and during the last year I have sold some of these books, some to Mr. Rives and some to Mr. Shillington.
Question. How many did you sell to Mr. Rives?
Answer. I sold him 160 volumes of the Congressional Globe.
Question. Were they in sets, or were they odd volumes?
Answer. They commenced at volume 20 and ran on for 20 volumes, to the end of the 31st Congress, I think. There were eight such sets of 20 volumes each, 160 volumes altogether.
Question. How did you procure these books?
Answer. They had been furnished to Senators previously. Frequently as we have been engaged in sending off books for Senators they would say to us, if you want any books reserve them for yourselves. I have also been in the habit of reserving the odd volumes not in sets, and sometimes members would give me four or five current volumes for an odd one, to make up a set complete.

Question. Have you ever known of these books being for sale in this city?

Answer. I have seen them sold at auction. I knew at one time of the books of a deceased senator to be sold at auction here.

By Mr. Cullom:

Question. What did Mr. Rives pay you for those books?

Answer. He paid me $200, or $1 25 a volume. I sold some books to Mr. Shillington—a few odd, scattered volumes, for which he paid me $2 50 a volume.

By Mr. Davis:

Question. Did you ever sell any to Mr. Cullom?

Answer. No, sir. I had no acquaintance with him, except to say "How d'ye do," when we met.

J. F. CALLAN.

JAMES B. RICAUD called and sworn.

By the Chairman.

Question. Were you a member of the last Congress; and if so, from what State, and was that your first term?

Answer. I was a member of the last Congress, from the State of Maryland, and that was my first term.

Question. What do you know in relation to the disposition made of the books to which you were entitled under the act of the 3d of March, 1857?

Answer. I sent an order to General Cullom, the Clerk of the House of Representatives, to forward the books to which I was entitled as a member of Congress to the library of Washington College, Kent county, one of the oldest literary institutions in the State of Maryland. I have received a letter from the president of that college, who has charge of the library, in which he states that the books have all been received, and in complete order. I have no further knowledge of the books than that, as I have never seen one of the books myself. In that set or list of books the Diplomatic Correspondence were all that were omitted. The rest of the books enumerated were all received, and in perfect condition. That matter was settled by correspondence alone with Mr. Cullom, and it was the only correspondence upon any subject that I ever had with him. He furnished me a copy of the list of books, and requested me to name the library to which I would have them sent. In consequence of sickness in my family the matter remained unattended to for some time, and the letter was mislaid. I wrote to him afterwards for a copy, which he furnished to me, and I then sent him a reply designating the library I have named.

J. B. RICAUD.

J. M. BARCLAY recalled and examined.

By the Chairman:

Question. Do you know anything about a requisition made by Mr. Cullom in March, 1857, for $50,000, upon the treasury?

Answer. I recollect that a requisition upon the treasury was drawn about that time by him, but I will not be positive as to the amount.

Question. Do you recollect the circumstances under which it was drawn?

Answer. I recollect that Mr. Buck, the General, and myself, and perhaps one or two others, had some talk about the matter, and examined the law upon the subject, and whatever course was adopted was the result of that examination. Mr. Buck drew the requisition, if I am not mistaken. I have this impression upon my mind, that we concluded that if the appropriation was to be viewed as a contingency no vouchers need be sent to the treasury with the requisition, because, according to the former practice, no vouchers were sent until the settlement of the account; but if it was to be treated as an individual transaction, to be settled outside of the contingent fund, then I supposed it would be proper to send the vouchers with the requisition. I have not a distinct recollection either as to the amount of the requisition or of what was actually done in the matter. If the requisition referred to is the one that Mr. Buck drew, then it was what we all thought was right and proper.

Question. Did Mr. Cullom consult with you gentlemen as to what should be done?

Answer. Yes, sir; he called us in for that purpose.

Question. I would ask you whether, in discharging any of the duties of the office, when there was any novelty, or when there was supposed that there would be any difficulty, embarrassment, or misunderstanding between the Clerk's office and the Treasury Department, General Cullom acted individually and upon his own advice, or whether he referred to his clerks?

Answer. I was very often consulted with in regard to those matters.

By Mr. Curry:

Question. Are you employed by the year or by the session?

Answer. By the year.

Question. Are you the journal clerk?

Answer. Yes, sir.

Question. What are your duties during the vacation; anything connected with your office?

Answer. Strictly speaking, there is nothing that appertains to my duties except the making a general index of the journal; but I have very often done other work, such as aiding in making out an alphabetical index, in the correspondence of the office, &c., and I am very often called upon for such purposes as have just been alluded to during the recess.

Question. Do you perform these duties as coming within the legitimate sphere of your office, or do you charge extra for them, as duties performed outside of those incumbent upon you as journal clerk?

Answer. I have sometimes made a charge because I have been given to understand that, in the opinion of those having the right to allow it, I might do so. I have never conceived that I had a legal right to make the charge, but if the allowance was made I thought I had a legal right to receive it.

Question. Do you say that when any extra has been allowed you, except extra allowances from the House, it has been allowed voluntarily by the Clerk?

Answer. It has been allowed by the Committee on Accounts?

Question. I see in Mr. Cullom's account, as published, that you were paid $250 for services on the alphabetical index of claims; was that in addition to your annual salary?

Answer. It was.

Question. Could you not have discharged that duty without interference with your other duties?

Answer. I certainly did discharge it without interference with my other duties.

Question. Was it done during the vacation?

Answer. It was. My duties are sometimes exceedingly laborious; during the session I have a great deal to do, and in consideration of that fact I have several times, during the period I have been here, got extra compensation for that very same work. Once I got leave of absence and went to Indiana. Judge Young, the Clerk, was very anxious to bring up certain work. It was outside of the duties of our office, and extra force was employed to bring it up, and he requested us to do all that we could to bring it up, and I think that Judge Young recommended to the committee to give us an extra allowance. I think that in the Senate they gave each one of their clerks $500 extra allowance, in addition to their annual salaries, for like services.

Question. Did General Cullom employ you to make this alphabetical index?

Answer. No, sir.

JNO. M. BARCLAY.

VALENTINE B. HORTON called and sworn.

By the Chairman:

Question. Were you a member of the last Congress, and if so, from what State; and was that your first term?

Answer. I was a member of the last Congress from Ohio, and it was my first term.

Question. What do you know in relation to the disposition of the books ordered for the library in your district?

Answer. I received a circular from General Cullom, last summer, desiring to know to what library I wanted my books sent. I answered immediately, designating the Ohio University, at Athens, Ohio, in my district, which I think is the oldest university west of the mountains. I sent to the university a list of the books to be furnished. Some time in December last, I wrote to the president of the university, to know if the books had been received. After a while I received a response from the librarian of the university, stating that the books had been received. He gave a list of the books which I have at my room. Of the Congressional Globe, there was a duplicate volume in one place, and a volume deficient in another. That was all that was out of the way in the books. I thought I would write and see if it might not have been a mistake in the examination, in

regard to the duplicate volume, upon the part of the librarian, and also inform them that General Cullom had said he would rectify the mistake if it occurred here. I have never seen the books, and do not recollect now whether in the list sent to me by the librarian any of the works ordered were deficient or left out.

Question. Did anything pass between you and the Clerk in relation to the books?

Answer. Nothing, except by letter, and all the correspondence was a letter on his part sending me the circular, and my reply designating the library.

V. B. HORTON.

MARCH 29, 1858.

JOHN SHERMAN called and sworn.

By Mr. Ricaud:

Question. Were you a member of the thirty-fourth Congress, and was that your first term?

Answer. I was a member of that Congress, and it was my firs[redacted]t term.

Question. Did you give any orders concerning the books to whic[redacted]h you were entitled under the act of March 3, 1857?

Answer. I gave orders to have the books sent to the Mansfie[redacted]d Young Men's Library Association, in my district.

Question. Do you know whether or not the books have been received?

Answer. The books have not yet been sent. Supposing that this was the point to which your examination of me would be directed, I called this morning upon the Clerk having this matter in charge, Mr. Baily, and he tells me that the books will be sent to day, all but the Diplomatic Correspondence.

By Mr. Davis:

Question. Have you heretofore made application for these books to General Cullom?

Answer. I think I have mentioned the subject once to General Cullom. I have had frequent conversations with Mr. Baily, and have made several complaints to him in reference to this matter. I think I told General Cullom once that the books had not been sent. I will state here that some time during last spring and summer, when I received a circular calling upon me to select the library to which I would have these books sent, I went to the officers of the Library Association, and made the condition with them that should I select their library as the one to which these books should be sent they should themselves add one thousand dollars worth of miscellaneous books to the library. And before I came on here this winter they communicated to me the fact that they had made arrangements for the books they were themselves to supply. I therefore urged Mr. Baily, when I came on here, to have these books forwarded at once, for I was placed in the position of having promised a gratuity and made a condition dependent upon that gratuity, which condition had been [redacted]th while the gratuity had not yet been made.

Question. What reason was assigned for not having forwarded the books?

Answer. I think that Mr. Baily said that it was a good deal of a job to get all the books together. At one time, I think, the reason assigned was, that Mr. Baily could not attend to it then, as his child was sick, and some other person was acting in his place. I do not know as I can give any very definite reason that was assigned.

By Mr. Ricaud:

Question. When did you give the order in writing concerning the disposition to be made of the books?

Answer. I answered the circular immediately upon its receipt, during last summer, or perhaps earlier.

By Mr. Cullom:

Question. Were these conversations that you had with Mr. Baily, before or after my term of office had expired?

Answer. They took place after I came on here this winter; after your term of office had expired. I think I mentioned the matter to you once in December last; I mentioned it once to Mr. Allen, the present Clerk, and he told me that Mr. Baily had charge of the matter. I called upon Mr. Baily several times, and this morning he told me that the books, all except the Diplomatic Correspondence, were boxed up and would be sent to-day. He said there would be a deficiency in the books so far as the Diplomatic Correspondence was concerned, and he would not send them yet. He said he expected to be able to send them hereafter, if the House should pass a resolution authorizing their purchase.

Question. Did he say the reason they could not be purchased now was because the publishers asked more for the work than the House had authorized to be paid?

Answer. He said nothing about that. He said that enough money had been appropriated to pay for them, but that he could not get them, and that a simple resolution would be sufficient to supply the deficiency.

By Mr. Davis:

Question. Do you know of any other fact relating to this investigation?

Answer. No, sir; not that I am aware of.

JOHN SHERMAN.

JOHN BAILY called and examined.

By Mr. Cullom:

Question. Did you have charge of the book concern under me as Clerk of the House of Representatives?

Answer. I have had charge of that matter since the first of April, 1857.

Question. What were my instructions to you when I left here, in reference to your receiving the books, as to their condition, &c.?

Answer. Your instructions were to have everything right in the

matter; to have it all done perfectly correct and straight, and that the books should be in good condition.

Question. Under those instructions, did you give attention to the receiving of the books that were purchased under the act of March 3, 1857?

Answer. I gave my personal attention to the matter.

Question. Who else that was under my authority aided you in receiving these books?

Answer. Mr. Frederick Emmerich.

Question. Was I myself present or absent during the time these books were being received?

Answer. You were absent, but I forget the exact date when you went away.

Question. Did you attend to having the books packed and boxed up and sent to the libraries?

Answer. I did.

Question. Were any of them in an imperfect condition, that you knew of?

Answer. I did not receive or send away any books that I knew were not in good order.

Question. Have I ever been present at the receiving or sending away of any of these books?

Answer. No, sir.

Question. How many books purchased on my authority were left on hand when I went out of office?

Answer. I made up an account of them and I think there were about $17,000 worth.

Question. Was it requisite that the library must be designated in the first place before I could purchase the books to be sent to that library?

Answer. Yes, sir.

Question. Was it necessary to send to the treasury the letter of the member or members designating the libraries, before the money would be advanced for the purchase of these books?

Answer. Yes, sir.

Question. Did I instruct you to be prompt in forwarding the books whenever a letter designating the library to which the books were to be sent was received?

Answer. Yes, sir. You told me that you were very anxious to have the business disposed of, and I hurried up the matter as fast as I could in order to get the books off before you returned.

Question. Were not many of the members late in designating their libraries?

Answer. Yes, sir, some of them have not been named to this day.

Question. Did not many of the designations come in just as I was going out of office?

Answer. I think there were eight of them in a batch during the last week of your term.

Question. Are you still in office under Mr. Allen?

Answer. I am.

Question. Have you been sending these books out under him?

Answer. Yes, sir, as fast as we could get complete sets together.

Question. Why have not the books been sent to the library designated by Mr. Sherman, of Ohio; was his one of the libraries designated late in the fall?

Answer. I do not recollect the date of his letter designating the library; I do not know of any particular reason why his books have not been sent; there were not books enough to supply all.

Question. Were you in the office before I was elected Clerk of the House of Representatives?

Answer. Yes, sir; I have been in the office now nearly eight years.

Question. I wish to ask you a question in reference to another matter, the salaries of Messrs. Stanton, Burnett, Baily, and Greenlease. Do you know the fact that the amount retained of their salaries was placed by me to the credit of the government, and so considered by me and the office from the time their checks were endorsed back to me?

Answer. The first I knew of that was about the last of March, 1857. My attention was called to an article published in the Star, of this city, by certain of the clerks. I had a conversation with you about the matter, and I told you that you should return the $1,800, the amount in question, to the treasury; that the depositing of that amount in the bank of Suter, Lea & Co. did not answer the purpose which you designed it should. You said it was your purpose to have the matter done correctly, and would so make your settlement at the treasury. I told you that you should charge yourself in the account current with this item of $1,800, the amount withheld from those clerks, and that would make the account square; and I understood you to say that you would have the matter carried out in that way, as your object was to have the thing squared and settled right and correct.

By Mr. Horton:

Question. When was that?

Answer. That was in March last, about the time that we made up our accounts; they were made up to that time, and I think returned to the treasury on that very day.

By Mr. Cullom:

Question. Did I tell you to make up the account, and so fix it as to explain this matter?

Answer. Yes, sir; you told me that your object was to have it all right.

Question. Under the law passed a year ago, requiring the disbursing officers to keep their accounts with the treasury, do you not know the fact that, in making up the estimates of the amount I had in the hands of my disbursing agents, Messrs. Suter, Lea & Co., this item of $1,800 was estimated and so returned?

Answer. You made up the account at the time, or rather Mr. Ingram, your chief clerk, made it up, and I understood from him distinctly that that was included in it.

Question. Did you go with me to the treasury when I carried the gold up there?

Answer. I did.

Question. Did we talk about the matter at the time, and say that that was included?

Answer. Yes, sir, I recollect that.

Question. When was that?

Answer. It was on the first day of April, 1857.

Question. Was it when I made the transfer of the other funds that I had had in the hands of my disbursing agents?

Answer. Yes, sir, it was on the same day, and the accounts were carried up to the Treasury Department at the same time.

Question. Now I wish to question you in reference to another matter. Do the books of the office show the delivery of the books charged in my account under the indemnity clause of the act of the 3d of March, 1857?

Answer. The books show the whole of the transaction complete; those books were all charged there as other books were charged.

Question. Now in reference to another point. Did I, in March last, call you and Mr. Buck, Mr. Barclay, and Mr. Harris, into my private office, to consult with me about the true construction of the law, before making out the requisition of $50,000, which we finally did make out that day?

Answer. I have no doubt such was the case, but I do not have a distinct recollection of the circumstances.

By Mr. Horton:

Question. How many of these books were furnished under the resolution of July 7, 1856?

Answer. Twenty-one sets.

Question. Do these all appear on the books?

Answer. Yes, sir.

Question. How does Mr. Williams appear on the books?

Answer. I do not recollect now?

By Mr. Cullom:

Question. After we had sent up to the treasury the account for twenty-one sets, did you not find Colonel Sneed's receipt that had been mislaid in the office?

Answer. I did.

By the Chairman:

Question. Do you know in what way that receipt came to be mislaid?

Answer. It was put up with some other papers, and we had to overhaul them to find it. The receipts and the letters in relation to the books were kept by themselves.

By Mr. Horton:

Question. Do you say that the books of the office show the books that have been delivered?

Answer. Yes, sir; but I do not recollect the names now.

Question. How is that shown, by the mere copying of the receipt?

Answer. It shows the books charged as delivered.

Question. Have you any means of knowing, either from the books

of the office or otherwise, whether the whole of those twenty-one sets were actually transferred from your office to the signers of the twenty-one receipts?

Answer. I know only from the record; I had nothing to do with the book business until after the first of April, 1857.

Question. Suppose that any of these twenty-one persons should deny that they had ever received these books; what proof is there in the office, except these bare receipts, that the books actually were delivered; who was the delivering agent, by which the delivery of the books could be proven?

Answer. Mr. Harvey was the book clerk at that time; he is not in the city now, I think.

Mr Cullom.—He is dead.

Question. Are you now the book-clerk?

Answer. I have charge of the books.

Question. Suppose that you were to become satisfied that some of these receipts were given without the books being actually received; how are you to be authorized to deliver the books?

Answer. I should not deliver them; I should not go behind the records of the office; we never do. If we find a man charged by our predecessors with books, we go by the record.

By the Chairman:

Question. You regard that as an absolute verity?

Answer. Yes, sir.

By Mr. Horton:

Question. Then am I to understand that this being considered a closed matter, Mr. Cullom has been paid for the twenty-one sets of books which you have charged?

Answer. I have so understood.

Question. Then if any one of these twenty-one persons have failed to get their books, they must look to General Cullom as an individual, and not to the Congress of the United States?

Answer. I do not know how that is.

By the Chairman:

Question. What would be done, supposing that upon examination of the books sent to libraries, the Congressional Globe, for instance, it should be found that one volume was wanting, and another volume was duplicated?

Answer. If the parties receiving the duplicate volume would return it, we would send them a correct volume, if we had it.

By Mr. Horton:

Question. Suppose you did not have it?

Answer. I might go out of the way to get it if any case of that kind is supposed to have occurred. I will state this, which may explain it: in some of the sets, the 26th and 27th volumes are, through the mistake of the binder, both marked upon the back the 26th volume; and in some of the sets there are thirty-eight volumes; in

some only thirty-six, containing the same matter as are usually bound up in thirty-seven volumes.

By Mr. Curry:

Question. What do you mean by saying that the sets were all perfect?

Answer. I mean that so far as my examination extended they were all perfect. It has been said that some books have been sent out bound in muslin. Now I say that I know no such books have been sent out.

Question. Did you examine the whole of the books received.

Answer. I cannot say that I did; but I paid as much attention to that business as any other clerk who ever had charge of it, perhaps more.

By Mr. Horton:

Question. Did you have a messenger to assist you?

Answer. Yes, sir; Mr. Emmerich.

Question. Was he a faithful man?

Answer. Yes, sir; as honest a man as I am.

By the Chairman:

Question. Did all these books actually pass through your hands?

Answer. The books passed through my hands, though I cannot say that I actually handled every one of them.

By Mr. Curry:

Question. Who made up the list sent to the treasury, designating the libraries to be furnished with these books?

Answer. I think that Mr. Ingram made up the list, as it was a part of his business.

Question. Were they all sent in at one time, or were they sent in as the responses to your circular came in?

Answer. I do not know about that. As a requisition was drawn for the money these letters were sent with the requisitions.

Question. Does this list, as published in the Globe, correspond as to time with the requisitions as sent in?

Answer. I never saw the article in the Globe, and never compared the list.

Question. Were not many of those designations of the libraries sent up to the treasury before the meeting of Congress?

Answer. Most all of them, I think, were.

Question. Within how short a period before the meeting of Congress were any of them sent to the treasury?

Answer. I think the last were sent within a week or ten days before the meeting of Congress, but I will not be certain as to that.

Question. Do you remember whose books were embraced in the last sent in?

Answer. I do not.

JOHN BAILY.

'ANIEL BUCK called and examined.

By Mr. Cullom:

uestion. Were Mr. Barclay, Mr. Baily, Mr. Harris, and yourself moned by me into my private office, some time during March, 7, for the purpose of deciding upon the proper construction to be n to the law of March 3, 1857, in relation to purchase of books members, with a view of drawing up a requisition upon the sury for money.

nswer. I think I was present at such a consultation.

uestion. Do you remember who, besides yourself, were present?

nswer. I think Mr. Barclay, Mr. Baily, and yourself were there. ether Mr. Harris was there or not I do not recollect.

uestion. What was the object of the consultation, and what was conclusion to which we arrived?

nswer. The object of the consultation was to determine whether appropriation was a special appropriation and without the bond, part of the contingent expenses and within the bond.

uestion. Did we examine the law?

nswer. Yes, sir; and I think you directed me to draw the uisition.

uestion. Was the requisition drawn in accordance with our con-rent construction of the law?

nswer. I think it was; I do not remember particularly. One stion that was considered was whether the vouchers should be sent h the requisition, or whether the treasury would advance the money re the books were purchased.

uestion. What was the conclusion to which we came?

nswer. I think the conclusion was that they would not consider vouchers until the final settlement of the account.

uestion. Do you know the fact that I was anxious to go home; do you recollect what was said about drawing a requisition, if law did not restrain me, for enough money to cover the indemnity ne, and to leave money enough in the hands of the clerk to enable to buy books under the library clause?

nswer. I think you said something to that effect. You left, I eve, about the first of April, and it was some days before that t we had this consultation.

uestion. Do you recollect whether or not I delayed my departure ay or two in order to have this thing settled?

nswer. I know you said you wanted to leave funds in the hands your chief clerk to enable him to purchase books during your ence.

uestion. Was our conclusion that the law did not restrict me to $20,000 of my bond, and therefore the requisition was drawn for ,000?

nswer. Yes, sir.

uestion. Did you draw up that requisition?

nswer. I did draw one, and my impression is that it was the one $50,000, and that I quoted the whole item of the law, covering h the indemnity and the library clauses.

By the Chairman:

Question. In drawing up your requisitions, do you usually set forth in the body of the requisition the special purpose to which you wish to apply it, and the fund upon which you draw the requisition?

Answer. We set forth the fund from which we propose to draw the money, and if the appropriation is contained in a separate clause of any act, we quote the whole clause.

Question. Upon that requisition do you get the money which is charged at the treasury?

Answer. Yes, sir.

Question. And do you present the vouchers when the account is settled to show what has been done with the money?

Answer. Yes, sir.

By Mr. Cullom:

Question. The President refused to sign a joint resolution on the ground, it is said, that the words "in the year 1857" were interlined; was that resolution enrolled in my office, or was the enrollment and interlineation in the Senate?

Answer. It was a Senate resolution, which the House passed with an amendment, and it was enrolled in the Senate.

DANIEL BUCK.

APRIL 5, 1858.

E. A. ACTON called and sworn.

By Mr. Ricaud:

Question. Where is your place of residence?

Answer. In Salem, New Jersey.

Question. Were you an employé under the late Clerk of the House of Representatives?

Answer. I was.

Question. What position did you hold under him?

Answer. That of assistant clerk, in charge of the newspaper desk.

Question. Did you obtain leave of absence at any time during your stay in office?

Answer. I did.

Question. What were the circumstances attending your leave of absence?

Answer. It may be well for me to go back a little in my statement. There was, at one time, an acceptance of a resignation which Mr. Cullom thought I sent him. I wished to go to Philadelphia upon some business, and he did not wish me to go. I went on Saturday afternoon after office hours, and returned here on the following Monday morning, at 6 o'clock.

By Mr. Cullom:

Question. Was not your business to attend a political meeting in Philadelphia?

Answer. No, sir; Mr. Clawson wished me to go to Philadelphia and transact some business for him. It must be evident that I could not

ıave gone there to attend a political meeting, when I left here at half ›ast 4 o'clock on Saturday afternoon, and did not reach Philadelphia ıntil about 12 o'clock that night; and I left Philadelphia at 11 o'clock ›n Sunday night and reached here at 6 o'clock on Monday morning. When I left here I left a note on Mr. Cullom's table, stating that I ·elt very anxious to go, and that if he was unwilling for me to go, he night consider that as my resignation. On my return I found a note ›n my table from Mr. Cullom, accepting my resignation. On the ·ollowing Tuesday, I think it was, Mr. Cullom called me into his ·oom and asked me if I desired to be reinstated. I said that if he ›ould do so without sacrificing any principle, or doing violence to any ›f his feelings, I should like to be reinstated, but not otherwise. He ıaid that he had pursued the course that he had with me in obedience to principle, and should have served his own son in the same way, and would not reinstate him either. But, said he, your friends are worried ıbout it, and I desire you to be reinstated, and I will reinstate you, ınd you can tell Mr. Clawson that he need not worry himself any more about it. But I will reinstate you upon this condition, that you ıre to serve under me to the end of this session and no longer. At the ınd of that session, one day, Mr. Cullom called me out into the passage leading to the library and said that according to the terms of the ıgreement my time had expired. But, said he, you can go home and participate in the canvass, as you desire to do, and you can consider yourself discharged during the recess, as others will do, and at the ınd of the recess you can return and commence your duties again. A lay or two after that Mr. Cullom, who was about leaving Washington, had been in his office with some of his land clerks, and we went lown to his room in his boarding-house. While we were there present, he said to those of the land office clerks whom he proposed to ıuspend during the recess that he would leave their names on the pay-roll, and would hold their checks until their return, when they ›ould transfer them back to him, if that suited them; if they would ıot do that, then he would pursue the other course. He said that it ıas necessary for him to do that because he had had so many applica·ions for appointments that he could not fill them all; that he had ıade promises which he was bound to fulfill, and this was the only ›ourse he could pursue to do so; and that he intended to put other ›ersons in our places while we were at home. The other clerks ex›ressed themselves satisfied, and shortly after left the room. I re›ained behind, and while I was assisting Mr. Cullom in packing his ·runk, he turned to me and said "Recollect, Acton, the arrangement ıith these gentlemen does not apply to you." He told me I could ;et my money of Mr. Ingram at any time, but he wanted me to return ›y the 22d of November to open my books. I did return at that time, ınd was here a week or more, when Mr. Ingram came to me, on the Friday week following the 22d, and said that he had been instructed ›y Mr. Cullom to ask me to sign the pay-roll and transfer my checks. These checks, I suppose, had been made out at the end of each month. I asked Mr. Ingram why this was required, and he said that he did ıot know. I said that I would see Mr. Cullom about it and get an ıxplanation of it. I did not find him at that time, but the next morn-

ing, while I was engaged at my desk making out the orders for newspapers for Mr. Leiter, Mr. Bernhisel, and two others,—Mr. Cumback was one, I think—Mr. Cullom came into the room and came up to my desk and asked why I had wanted to see him. I said that it was about signing the pay-roll and transferring the checks. He said "You need not wait to see me about that; you will do it at once; I will have no delay; recollect, I will have no delay." I finished my orders for the newspapers and sent them off, and then went into his room to talk further with him in relation to the matter. I see that you have a newspaper here which, from its appearance, I judge to be one in which I published a statement in regard to this matter. That statement I am willing to swear to, if the committee desire.

By Mr. Ricaud:

Question. Will you state, as far as you can recollect, what passed between you and Mr. Cullom at that time?

Answer. When I went into the office Mr. Cullom went to the door and fastened it, and then turned to me and said: I suppose you came in to see me about this matter, but there is no use in talking about it; by God, you will do as I have told you, or I will discharge you this very day. I referred to what he had said to me in his room before I had left, and that it did not seem to me to be to that effect. He said: Well, well, since there is a misunderstanding about it you can take your own choice of two propositions; you can sign the pay-roll and transfer the checks, and stay with me till the end of my term—or the end of Congress, I do not recollect which—or you can sign the pay-roll and take the money yourself, and I will pay out of my own pocket the one I employed in your place, and we will quit as we commenced. He said he thought that would be the better course, as it would prevent future misunderstandings, and referred to the fact that I had had a misunderstanding with him once before I said I would do as he directed. He said he would not direct or advise me, but I could take my choice, and pursue either course I chose. He spoke about the extra compensation I had received, and to which he said I had no right, and said that I ought to have returned it to him before then. I told him that I had allowed my salary during the recess to remain without attempting to draw it, and had supposed that the extra compensation could be deducted from that. He said: No, the extra compensation is still to be refunded. He said he wanted me to make my choice soon, and I said I would make it soon. I went out and consulted with one or two of my friends, and then came back and went to the desk of Mr. Ingram and told him my decision. He said he would see Mr. Cullom about it and went out, and I suppose did see him. He came back and said that Mr. Cullom had instructed him to take my extra compensation, which had been paid me, out of the $450, the amount of my salary while I was absent, and pay me the rest, and take my receipt for everything. Mr. Cullom came to the desk while we were there and asked if we had settled. I said we were doing it then. He said, take the $300 (the amount of the extra compensation) out of the other, and take his receipt for $450, and give him the balance. I felt that I did not know what bearing my signing the pay-

would have then, and receipt for everything. I desired to consult h my friends, who were not in Washington at that time, and made my mind to request a delay until the Monday morning following— as then Saturday—which I had no doubt would be granted. I l Mr. Cullom that I did not wish to sign anything until Monday ning, as I wished to sign understandingly. He said he did not w why I hesitated; that he did not think I should refuse to refund the extra compensation, although he did not think the depart- it would hold him responsible for it if I did retain it. I said that t was my impression; but if he was responsible in any way I did wish to keep the money; but if he was not responsible I did not it to refund it. Upon that he turned upon me and called me a ned thief and a damned scoundrel, and reiterated it, and said that as no longer in his employ; and afterwards he ordered me out of office. I was here in the city some two or three weeks after that, some efforts were made by some of my friends to procure a settle- it of the matter. Mr. Pennington came to me and said that he authorized to say that I would receive $90 if I would sign a re- t in full, but I said I would not do it. He did not say who had horized him to make that statement.

Question. Was there any, and if any, how much, money paid you n leaving office?

Answer. None, whatever.

Question. Did you receive any part of the pay for the three months were away?

Answer. No, sir; I have not received any to this day.

By Mr. Cullom:

Question. Did you receipt for any?

Answer. I did receipt for one month of that pay, I believe. I wish lescribe the custom of the office as near as I can recollect it. It customary, at the end of the first month in each quarter, to sign pay-roll for the whole of the quarter's or three months' pay. fiscal year commences on the first day of July, and on the last of July we receipted for three months' pay—the first three months he fiscal year. Upon reflection, I think we did not receive our pay uly of that year. But when we came to go home, at the end of gust, I received my two months' pay and the extra compensation, then signed the pay-roll for the full term. Whether that pay- was the one returned to the treasury, or whether a new one was le out and returned, I do not know.

Question. What do you mean by "the full term?"

Answer. The first quarter of the fiscal year; the months of July, gust, and September.

By Mr. Curry:

Question. When did you leave Washington?

Answer. It was near the end of August; a few days before the ad- rnment of the extra session of Congress, which had been then called. en I returned to Washington my name was still upon the pay-roll, ich was presented to me for my signature, with the demand that I uld transfer my checks. I do not wish the committee to misunder-

stand me in relation to this matter. I swear distinctly that I signed the pay-roll for three months, according to the practice of the office. It may have been that a new pay-roll was made out afterwards, or something of that kind, and that new pay-roll was returned to the Treasury Department. I think Mr. Ingram will corroborate my statement as to the practice of the office, as he had charge of this matter at this time.

By Mr. Cullom:

Question. Did you not leave before the end of August?

Answer. Yes, sir.

Question. Were you not paid up to the end of August?

Answer. I was; but I had leave of absence to go away at the time I left.

Question. Did I pay you $360 extra compensation at the time you went away that summer?

Answer. Yes, sir; I have already stated that.

Question. Had I not been negotiating with you, during your absence, to get that money back, as per agreement?

Answer. Not that I know of.

Question. Do you not know that I have in my possession several letters from you asking time to pay it in?

Answer. No, sir; I recollect that I received a letter from Mr. Ingram stating that there was a difficulty at the Treasury Department about the extra compensation, and that I was expected to refund the money if it was necessary; I wrote back that I would let my salary lie during the recess, for the purpose of having the extra compensation deducted from it, if that would answer the purpose; Mr. Ingram wrote back that he did not think it would answer, and that as soon as the matter was decided by the Treasury Department I would be expected to refund it; I am certain that I have some of Mr. Ingram's letters, though not here, which will show the correctness of my statement.

Question. Did you not write back to me, or to Mr. Ingram for me, requesting indulgence in the matter, stating that you had invested your money, and that you would raise it soon and refund it?

Answer. I may have written something to that effect, if you were unwilling to allow me to take the salary during my absence for that purpose.

Question. What do you mean by your salary?

Answer. I mean that I considered myself in office during the recess, by the very terms you addressed to me, that you were not to apply the terms of the agreement with the other clerks to me; Mr. Ingram came to me, stating that it was by your instruction, asking me to sign the pay-roll, and transfer the checks drawn off for me.

Question. How could the checks be deposited in your absence, when you were not here to receipt?

Answer. I do not know; I know they were there, for I saw them; they were drawn to my order, and were signed by you, I think.

Question. How could that be, when you were not here to sign the pay-roll?

Answer. It was done with the others whose names were upon the

pay-roll, and who had been absent; when the request was made of them to sign the pay-roll and transfer the checks, they did so.

By Mr. Curry:

Question. Were these checks presented with the pay-roll?
Answer. They were.

By Mr. Cullom:

Question. Did you ever refund me the $360?
Answer. No, sir, I did not; I believe the Treasury Department passed it afterwards, so that all the clerks got it.
Question. Did you not, at the time of this difficulty with me to which you have referred, say that you wanted to take legal advice as to whether I could hold you responsible for the money?
Answer. No, sir, though I heard it from twenty different quarters; I heard the next day that it was said I had said so; I swear I never said anything about legal advice; I said I wanted a *little* advice, not *legal* advice.
Question. You wanted advice as to whether I could recover a voluntary advance to you?
Answer. No, sir; but as to whether you were to be held responsible by the department.
Question. You say that I applied some strong epithets to you?
Answer. Yes, sir.
Question. Now I ask you if you had not gone to members and collected newspaper money and kept it?
Answer. No, sir.
Question. Did you not collect and keep the newspaper money of Mr. Robbins, of your State?
Answer. No, sir.
Question. Did you not collect it?
Answer. No, sir.
Question. Did you not go to him and tell him that there were some funds that you could get for him, and did you not get them and keep them?
Answer. No, sir.
Question. Did you in the case of other persons?
Answer. No, sir.
Question. You spoke of this leave of absence at one time; did you not state distinctly to me that it was for the purpose of attending a republican meeting in New Jersey that you wanted to go?
Answer. No, sir.
Question. Had you not repeatedly asked leave of absence of me before that to go and see your family, and then go on to New York and frolic, and not go to see your family at all?
Answer. No, sir.
Question. How often had you been absent before?
Answer. Three or four times.
Question. Do you pretend to say to this committee that you did not go to New York when you obtained these leaves of absence, and not see your family?

Answer. I do, most positively; I would ask this committee if they consider these questions as relevant?

Mr. Curry.—I was about to raise the same question.

Mr. Horton.—I have objected to these things so often that I am tired of doing so.

Mr. Cullom.—I will not press them.

By the Chairman:

Question. You say that you proposed to General Cullom, through Mr. Ingram, that this extra compensation that had been paid to you under what seemed to be a misapprehension, should be deducted from your current salary; and you say that the pay-roll was presented to you for your signature, and the checks for your endorsement. Had this not been done previous to your writing to Mr. Ingram to take the extra compensation out of your salary?

Answer. No, sir; it was afterwards. Mr. Ingram wrote to me while I was absent at home. The pay-roll and checks were presented to me after my return. I had signed a pay-roll for the first quarter of July, August, and September, before I left, and had drawn the money up to the end of August.

With regard to the matter to which Mr. Cullom has referred, about my getting money from Mr. Robbins, I will state that I went to Mr. Robbins to borrow $50, and he told me to get his newspaper account. He signed the account and receipted it, and I gave him my due bill for that amount. Mr. Robbins is near by, and the committee can call him if they wish.

Question. Have you paid him back this $50?

Answer. I paid him $25 of it; there is $25 not paid yet, but he holds my due bill, which was given the very day the account was drawn. He told me to draw his newspaper account for him. He receipted and transferred the account to me, and I gave him my due bill for it.

Question. How were you engaged while you were away?

Answer. A portion of the time I was on the stump in the canvass; but the greater portion of the time I was at home with my family.

By Mr. Horton:

Question. In whose district do you live?

Answer. In Dr. Clawson's district.

E. A. ACTON.

APRIL 8, 1858.

LEWIS D. CAMPBELL called and sworn.

By the Chairman:

Question. Were you a member of the last Congress, and as such member did you occupy the position of chairman of the Committe of Ways and Means?

Answer. I was a member of the last four Congresses, beginning with the thirty-first Congress, and during the last Congress, after its organization, I acted in the capacity of chairman of the Committee of Ways and Means.

Question. I desire to submit to you an interrogatory which has been handed in to this committee by Dr. Robert Mayo, of this city. It is as follows, viz:

"Did or did not Mr. Cullom state to the Committee of Ways and Means at the last session, when you were its chairman, that he had expended $50,000 in the purchase of books under the resolution of July 7, 1856, and ask an appropriation of that sum for his indemnity, without presenting any evidence to substantiate it; and was not the amount so asked for inserted in an appropriation bill, at the earnest instance of the Hon. Howell Cobb, then a member of the committee, adducing no evidence of the expenditure having actually been made?"

You will please answer that interrogatory.

Answer. In order that my testimony may be intelligible, I will begin by saying that after I was appointed chairman of the Committee of Ways and Means, and before the passage of the recent compensation act, the House passed an order to provide the new members of the last Congress with the books that were usually given to new members, and directed the Clerk to procure those books for that purpose. Subsequently the bill, which I believe originated in the Senate, changing the compensation of members of Congress was brought before the House by Mr. Orr, of South Carolina, I think, and it was passed. By a provision of that act it was provided that the books which had been usually supplied to members should be cut off. Prior to the passage of this compensation act, I understood that the Clerk of the House had taken steps to make contracts for furnishing the books, in pursuance of the order of the House. It seemed to be understood by many members—and perhaps by Mr. Orr, as I was informed, though I do not recollect of having had any conversation with him upon the subject—that the provision of the compensation act in regard to books was intended to apply only to the future, and not to the past order of the House. Of course it became the duty of the Committee of Ways and Means to provide appropriations for the execution of the laws and the orders of the House. My recollection is, that an estimate was furnished by the Clerk in writing, perhaps through Mr. Buck, as to the amount which it would probably take to purchase these books under that order of the House. The matter was brought before the Committee of Ways and Means. It was contended by a portion of the committee that the grant of books ought not to be furnished after the passage of the compensation act. It was then stated that the Clerk, in carrying out the order of the House, had proceeded to make contracts, &c., and that at all events it would operate as a very great hardship upon him, in the execution of an order of the House, that he should be left without the means of relief. I think that all the members of the committee concurred in the suggestion that full and adequate means ought to be provided to reimburse and make whole the Clerk in the premises. With a view to ascertain the facts, Mr. Cobb, I think, and perhaps Mr. Henry Winter Davis, (I recollect that they two were particularly opposed to furnishing these books,) suggested, and I think it was agreed to without any member dissenting, that General Cullom should be invited to come into the committee room and give such information as would enable us to accomplish the purpose of relieving him and

making him whole. He came down, on invitation, and we had a very frank conversation in regard to the matter. He was some time with us; various questions were put to him by various members of the committee. It would be impossible for me to say precisely what every member of the committee said. General Cullom was but one of perhaps many hundreds of people whom I had to confer with, verbally or in writing, as chairman of that committee, and I can, therefore, only give, from a feeble memory, the substance of what was said that morning. General Cullom said that he had in good faith, being advised by prominent members of the House that it was his duty to execute its order, proceeded to employ an agent, who had made contracts to supply these books; as to the extent of these contracts, or what might be required to reimburse him, it was impossible for him to tell, for the contracts were outstanding, and the extent to which his agent had gone in regard to the matter was uncertain. But I think he mentioned the sum of $30,000 as what he supposed would probably make him whole. Mr. Cobb then remarked—without pressing the matter very strongly, I think—well, Mr. Chairman, (or perhaps he addressed himself to Mr. Cullom,) we better perhaps insert $50,000, so as to make the appropriation ample; if that much is not necessary to reimburse Mr. Cullom, of course it will not have to be expended, but the balance will revert to the surplus fund. To this we all agreed. I was in favor of making the appropriation for the books. I believed the order of the House was binding upon the Clerk, and that the compensation act was not intended to affect previous orders for books. That was my construction of the act. I conferred with others. I do not know as I expressed myself in committee, because it did not become necessary for me to do so. As chairman, I did not vote, except when there was a tie. I think no one of the committee objected to the suggestion of Mr. Cobb. The general sentiment seemed to be this: that an appropriation ought to be made sufficiently large to reimburse and make whole the Clerk. And consequently the sum of $50,000 for that purpose was inserted, upon the suggestion of Mr. Cobb, I think, and perhaps of Henry Winter Davis; and it was concurred in, according to my recollection, by the entire committee. I do not think there was any particular objection made to it in the House. I think I have substantially answered the interrogatory put to me.

By Mr. Horton:

Question. The interrogatory implies that General Cullom stated to the committee that he had expended so much money; was that so?

Answer. He stated that his agent had entered into contracts for which he felt bound, but the amount of which he could not tell.

By Mr. Ricaud:

Question. Did General Cullom state any amount of money that he had expended?

Answer. I do not think he said he had actually expended any particular amount. He might have said that he had advanced something. I think there was something said about his having advanced some

means, perhaps to his agent or agents, with a view to carry into effect the order of the House. General Cullom did not seem, as I think he stated at the time, to have the means of giving the precise information that the committee appeared to desire; and he gave as a reason that his agent had been out, and perhaps was still out upon this business, and he could not, therefore, tell the extent of the contracts which had been made, or the amount of the expenses which his agent had incurred.

By the Chairman:

Question. Did you say that Mr. Cobb supposed that $50,000 would be amply sufficient, and that the balance that should not be needed for that purpose would be advanced to the surplus fund?

Answer. I think that General Cullom stated that $30,000, or perhaps it was $35,000, would be sufficient. Mr. Cobb, who was opposed to the whole book appropriation, but was desirous of reimbursing the Clerk and making him whole, suggested that an appropriation of $50,000 would be amply sufficient. I think he put it first in the form of an interrogatory to General Collom: General, do you think that $50,000 would sufficiently cover your liabilities and make you whole? The General said, yes. He spoke very positively about it; thought that it was ample. Mr. Cobb then proposed that the sum of $50,000 be inserted, saying that it would not be expended unless that amount was found necessary for the purpose of reimbursing General Cullom.

Question. Then it was not intended to appropriate that sum *in solido* to the Clerk, but merely to appropriate that sum, to be used by the Treasury Department in settling with him.

Answer. I understood it as I understood all other appropriations proposed by the Committee of Ways and Means. They are predicated upon estimates, and the best information we can get as to the amount necessary to carry out the laws of Congress, &c. If the amount appropriated overruns the necessity, of course the balance goes to the surplus fund; if it falls short, then it comes up the following session in the form of a deficiency. I think that idea was entertained by every member of the committee, without the suggestion from Mr. Cobb. My impression is, that when he suggested the sum of $50,000, he added that if that sum was too much, more than was necessary, the balance would revert to the surplus fund. There was a desire on the part of the committee to relieve General Cullom from his liabilities in this respect, and make sufficient and ample appropriation to effect that object. According to my recollection, there was no objection made by any member of the committee.

Question. Do you, as a member of the House of Representatives, as a member of the Committee of Ways and Means, or as a private individual, in your private confidential relations with Mr. Cullom, know of anything that would tend to show any malfeasance, misfeasance, corruption, or dereliction of duty upon his part as Clerk of the House of Representatives?

Answer. I can say that since General Cullom first came here as a member of Congress, and particularly during his term of service as Clerk of the House, no person, in my judgment, was more intimate with him than I was. Whilst I was chairman of the Committee of

Ways and Means I do not think I had any conversation with him in regard to anything from which he expected to make any money, as Clerk, beyond what the law allowed him; and he never suggested to me, publicly or privately, directly or indirectly, anything which would create in my mind a suspicion that he intended in any way to defraud the government.

By Mr. Curry:

Question. When you say "beyond what the law allowed him," do you mean his salary?

Answer. Yes, sir; that is what I mean. I say he never made any suggestion to me that I remember, directly or indirectly, to have any measure carried, any appropriation made, any order for books, or anything else passed that was to enure improperly to his benefit. In regard to this book matter, I do not recollect of our ever having had any conversation concerning it, unless it was about the time that, as chairman of the committee, I wanted the estimates. As chairman of the Committee of Ways and Means, I perhaps addressed a letter to the Clerk's office for the estimates, the reply to which, I think, was brought to me by Mr. Buck, one of his assistant clerks. I can say, in general terms, that I never discovered anything in the conduct of General Cullom, or in his coversation with me—and we were together a great deal in our leisure hours—that created any suspicion in my mind that he was disposed to do anything improper in his connexion with the government.

LEWIS D. CAMPBELL.

APRIL 12, 1858.

THOMAS L. CLINGMAN called and sworn.

By the Chairman:

Question. Were you a member of the last Congress?

Answer. I was.

Question. Are you a member of the present Congress?

Answer. I am.

Question. You understand the object and purpose for which this committee was organized. Have you any facts within your knowledge that show, or tend to show, any malfeasance, misfeasance, dereliction of duty, or corruption, on the part of General Cullom, as late Clerk?

Answer. I know nothing, or next to nothing. I will state briefly what led me to make the remarks I did in the House of Representatives. Two years ago I noticed that the stationery then furnished to members was of an inferior quality, and a little circumstance of this sort excited my suspicion. I asked for a box of pens such as I had been in the habit of using for some years, and the price of which I happened to know. They told me the price of them, which was much higher than I had been in the habit of paying for them. I told the assistant postmaster, I think, that I had been getting them for 14 cents a box. He insisted that the price he had named was the correct price. I told him I would not take the pens at that price, as I could buy them for much less in the city. A few days afterwards he came

to me and told me that he had seen the Clerk, or the deputy clerk, and had learned that the price of the pens was as I had stated. He then furnished me with a box at the price I had before given. That circumstance excited my suspicion. The stationery was inferior to what I had formerly gotten at the same prices, according to my impression. That also excited my suspicion. I went into the post office at the commencement of this session and asked for some note paper. I was shown some which was very inferior. I asked to see some of their best; the one in charge there showed me that which he said was the best, but it was so very much inferior that I told him I would not take it. In reply to my complaint of it he said it was such as had been furnished by contract made with the former Clerk of the House. I know nothing of the matter beyond that. I then went into the House of Representatives and said what I did about it, simply because I supposed that if the same price had been paid for that stationery as had formerly been given there must have been some very large profits made by somebody, either by the contractor or by some one else. I considered the paper shown me as worth only about one-half of what I had been in the habit of getting at the same price. That is all I know about the matter, and what I then said was upon the strength of what I now state.

By Mr. Davis:

Question. Was that in the stationery room?

Answer. It was in the post office of the House. I did not go into the stationery room then. I think it was with Mr. Cluskey that I spoke about the paper. Two years ago I talked with the Postmaster or his assistant about the pens, and my suspicion was excited from the fact that he was very positive about the price he first stated, and then afterwards told me the price was as I had said.

By the Chairman:

Question. Do you recollect who the official was with whom you had this conversation about the pens?

Answer. I do not. I know it was one of the men who generally dealt the stationery out to the members; and I should not have thought so much of that matter had I not also noticed that the stationery was of an inferior kind. On one occasion before that I asked Mr. Johnson, then Postmaster, how he could let me have knives at so low a price? He said he let me have them at the wholesale price. He charged me only about one-half the usual price at which they were sold at the stores. That was some years ago. Because the price of the pens was stated to me positively in the first instance, and then the man told me afterwards that the price was lower, I thought there was some ground for suspicion; and when, at this session, I went in and was told what I have said about the stationery, I felt rather dissatisfied, and offered the resolution in the House. I cannot give the names of the persons to whom I then spoke about the matter.

By Mr. Cullom:

Question. Was not this official to whom you applied elected by the House, as I was?

Answer. Yes, sir.

Question. Then there was no official connexion between him and me?

Answer. No, sir. I complained to him, and asked why he did not get better stationery. He said it was bought by the Clerk of the last Congress, and that he was obliged to distribute that which was thus furnished. I think I remonstrated with Mr. Cluskey at this session. He said he knew it was inferior, but he could not help it, as it was furnished to him by the late Clerk.

Question. Do you know the fact that the stationery, of which you complained two years ago, was furnished by my predecessor?

Answer. I suppose now that such was the fact. I did not know it then. I took it for granted that each Clerk got the stationery for that Congress of which he was Clerk. I know the stationery two years ago was inferior to what I had been in the habit of getting previously; at least I did not think well of it. I noticed the matter of the pens then, and at this session I thought the stationery was still worse. I considered the note paper very shabby, indeed, to be called a good article. I asked for the best article they had, and they showed me two or three kinds, which they said was the best they had. It was all very inferior, none of it so good as some unruled note paper I see on this table here. I may say this, that since that time, within a very few weeks, I have gone into the post office and got a very fair article of note paper, which I supposed had been bought since the commencement of this session. I got a much better article than any they showed me before. I took it for granted that, on account of the complaints made, or for some other reason, they had got another supply.

Question. Have you not been in the habit of getting little or no stationery, but taking your stationery appropriation in money?

Answer. I have varied; sometimes I have taken nearly all my account out in stationery; at one time I overrun my account a little, and came out in debt. For the last year or two, however, I have been in the habit of buying my fine stationery at Fisher's or Taylor's, and drawing my stationery account in money.

Question. Do you remember, last year, of giving your tailor an order on your stationery account?

Answer. I gave some one an order on it, I do not recollect whom. I found that I could get better articles at the stores generally than I could here. I bought fine stationery for about the same price that I could get common letter paper here.

By the Chairman:

Question. Is not this question about good or bad qualities of stationery somewhat a matter of fancy?

Answer. No doubt many men would be satisfied with what would not suit others. Still, there is a difference in the quality and usual selling price; and hence, if inferior articles should be accepted at the price of good ones, members would lose, and profits might be made by those concerned in furnishing them.

T. L. CLINGMAN.

APRIL 15, 1858.

C. DENHAM called and sworn.

By Mr. Curry:

Question. What is your residence?

Answer. Washington city.

Question. What is your occupation?

Answer. Bookbinding.

Question. Have you been doing that work for yourself, or for others, during the last year or two?

Answer. I have been pursuing it, as the practical workman, for Mr. Williams, the contractor.

Question. Do you know the terms of the contract between Mr. Williams and the House committee?

Answer. Only by hearsay; not from any actual personal knowledge. I have never seen the articles of agreement, but I have always understood it to have been a joint concern.

Question. Between whom?

Answer. Between Mr. Williams, the contractor, Mr. Farnham, Mr. Tretler, and myself.

Question. Do you know whether Mr. Williams paid anything in order to obtain the contract?

Answer. I do not.

Question. Did Mr. Williams sub-let the contract in any way, or did he make you, Mr. Farnham, and Mr. Tretler, partners with him in it?

Answer. According to my understanding of the matter it was in this way: Mr. Williams is not a practical binder, and was then a man without means. He made an arrangement with Mr. Farnham, as a capitalist. Mr. Farnham made an arrangement with Mr. Tretler, as a practical binder, and Mr. Tretler made an arrangement with me, as a practical binder. I have always drawn the inference that it was a joint concern. I considered myself a partner in it, but I have never seen any articles of agreement at all.

By Mr. Ricaud:

Question. Do you say you were a partner, and did not know the terms of your partnership?

Answer. I know the terms thus far, although I have never seen any articles of agreement: Mr. Tretler came to me and stated that he was to get half the profits that might arise with him, and made an arrangement with me by which I was to get half the profits he received.

Question. Then you were to receive one-fourth of the profits?

Answer. I so understood it. There never were any articles of agreement between Mr. Farnham and Mr. Tretler, or between Mr. Tretler and myself, so far as I knew.

C. DENHAM.

JOHN C. RIVES recalled.

By the Chairman:

Question. You handed me a communication some time since, under

date of March 11, 1858, in which you stated that you desired to make some explanations in relation to your testimony given previously. Do you desire to make those explanations now?

Answer. I will certify to that letter, if it can be received as testimony. It is all true, and I desire to make no change in it.

By Mr. Davis:

Question. Do you wish that letter received as a part of your testimony?

Answer. Yes, sir. My main object was to get Mr. Cullom to bring forward his evidence that I had purchased books. I thought the point before the committee was to ascertain whether Mr. Cullom had bought books. As to myself, I do not think I ever bought any, except as I have stated.

The Chairman.—Your communication [marked "J. C. R."] wil be appended to your testimony of to-day.

By Mr. Curry:

Question. I find in the report of the late Clerk of the House of Representatives, dated December 7, 1857, the following items, viz:

John C. Rives—six sets Congressional Globe and Appendix of 32d Congress, for members of the 33d Congress, six volumes each, at $5 per volume..... $180 00
Two sets Congressional Globe and Appendix, from volume 16 to 31 inclusive, for members of the 33d Congress, 16 volumes each, at $5 per volume..... 160 00

When were those books furnished?

Answer. These seem to have been broken sets. I do not think I ever sold any in that way. I do not recollect of ever having sold any in that way. Perhaps my clerk could state something in regard to them. I have never asked him about them.

Question. Do you say you never sold these books?

Answer. I am pretty confident I never did. I have no recollection of having done so. I know I would not sell broken sets in that way. And there are volumes in these sets I would not sell. If I knew the dates of these alleged transactions I could refer to my books to ascertain about the matter. My impression is, that I never furnished a set in this way to the late Clerk or to any other person. I also see in an old report that there are put down 30 sets of the Finance Reports. I do not recollect anything about them; but they may have been supplied for Mr. Forney.

Question. Do you deal much in wrapping paper?

Answer. I use it to envelope the Daily and Congressional Globe to send away. I purchased some Manilla wrapping paper of Megargee & Co., in Philadelphia, yesterday.

Question. What do you pay for that kind of paper?

Answer. I paid for some that I purchased yesterday $3 80 a ream; but the paper was of extraordinary size—the largest I ever saw. The manufacturers of whom I bought that furnished me some samples some

ree or four months since; some weighing 22 and some 25 pounds to
e ream, at 10 cents per pound.
Question. I find here 260 reams of Manilla paper, $1,365, or $5 25
r ream. What ought such paper to weigh?
Answer. At ten cents a pound, it should weigh 52½ pounds a ream.
Question. Is there such paper in market?
Answer. I do not know. The largest I ever saw was that I bought
sterday, which weighed 38 pounds to the ream, I believe.

JOHN C. RIVES.

"J. C. R.—No. 39,409."

WASHINGTON, *March* 11, 1858.

SIR: Your clerk and reporter, Mr. Lord, brought to me yesterday
y testimony before your committee, given last Friday, which I read
er hastily and signed it. I found that I had been reported with
markable accuracy, and, therefore, did not examine it very closely.
ne substance, at least, of all I testified, is in the report, and proba-
y better than I could have written it myself.

After he left I thought that some additional remarks might be
cessary to enable the committee to understand fully all my answers
its and Mr. Cullom's interrogatories.

I have looked over my books since I was before the committee, and
ey confirm all I said relating to purchasing full sets of the Con-
essional Globe and Appendix. I knew that I had never purchased
set, and from my books it appears that my clerks never purchased a
ngle set for me. Mr. Cullom said that his books show that I did in
ur cases, and named four members from whom I had purchased
em, namely, Robert A. Thompson, of Virginia; W. Sprague, of
entucky; Volney E. Howard, of Texas; and Zedekiah Kidwell, of
irginia. The latter was a member in the last Congress and is here
equently; I think I saw him here a few days ago, and I am sure if he
ere examined by the committee he would recollect all about his
nsaction. None of the others have been in Congress for many
ars past, say for six or seven years, and, therefore, it might not be
orth while to examine them, though I would desire that every per-
n who can shed the least light on the subject should be examined,
Mr. Cullom's positive assertion might throw a slight shade over
r testimony, unless he is required to produce his testimony, both
itten and oral.

My testimony shows that I permitted some members to settle their
ounts with me for speeches, &c., with the current volumes of the
ngressional Globe and Appendix for that Congress; but I first
jected to it, and then, reluctantly, permitted my clerks to allow
ch credits, going and taking the books. My reasons were, that I
d plenty on hand, and thought it to be the duty of members to put
ese works into circulation; that, as I understood, being the object
Congress in taking the debates.

I forgot to say, when before the committee, that several years ago I
l purchase, or agree to take, from a senator his current volumes of

the Congressional Globe and Appendix. He was here after the session closed, and, as I understood him, without money, and he entreated me to give him the money for the volumes. I had not the money to spare at the time, and I gave to him my note at a short date, which he got discounted and I paid it at maturity.

Mr. Cullom said that he paid me the money for the House subscription to the Congressional Globe and Appendix for the long session of 1855–'56 on the 29th August, 1856, and asked me if I then had them all ready for the binder. I answered that I did not believe I had, or words to that effect. I am now sure that I had not, and never had, so soon after an adjournment of Congress; because after I print the sheets I have to wait for the index, the list of appropriations, and the official copy of the laws. I think I have never been able to procure all these within less than forty days after an adjournment of Congress.

My books show that I got the money from Mr. Cullom on the 30th of August, 1856, and commenced delivering the volumes to the binder on the 4th of October, 1856, one month and four days after I received the money from the Clerk, and delivered them as fast as he would take them away. The binders have not room for one-fourth of the sheets at once, and I have always accommodated them by keeping the sheets in Jackson Hall until they are ready to take them away. At that session Mr. Tretler, the Clerk's binder, had not taken one-third of the sheets away when the next session commenced, and they were a good deal in my way. I do not recollect that any binder ever asked for the sheets before they were ready for him.

I am willing to appear before your committee and swear that all I have written in this letter is true.

I am, very respectfully,

JOHN C. RIVES.

Hon. HORACE MAYNARD,

Chairman of the Select Committee appointed to inquire into the conduct of William Cullom, late Clerk of the House of Representatives.

P. S. I consider this as binding on me, both here and hereafter, as if I had appeared before you and sworn to it.

J. C. R.

APRIL 19, 1858.

DANIEL BUCK recalled.

By Mr. Ricaud:

Question. Will you examine this paper, and state if it is or is not filled up in your handwriting?

[The paper is as follows, viz:

"*House of Representatives of the United States to John C. Rives, Dr.*

"For six sets of the Congressional Globe and Appendix for the 32d Congress, for members of the 33d Congress, 6 volumes each, at $5 per vol.....	$180 00
"For two sets of the Congressional Globe and Appendix, from vol. 16 to 31, inclusive, for members of the 33d Congress, 16 vols. each, at $5 per vol.....	160 00
	340 00

"Correct. DAN'L BUCK.

"July 9, 1857, received of William Cullom, Clerk of the House of Representatives of the United States, three hundred and forty dollars, in full of the above account.

"JOHN C. RIVES."

Endorsement on the back:

"No. 2,446; John C. Rives; Congressional Globe and Appendix; $340; No. 323; allowed.

"B.. B. THURSTON,
"*Chairman Committee on Accounts.*"]

Answer. This paper is filled up in my handwriting.
Question. Whose handwriting is the signature to the receipt?
Answer. The handwriting of John C. Rives.
Question. Are you acquainted with his handwriting, and with his signature?
Answer. Yes, sir; I have often seen him sign his name.

By Mr. Davis:

Question. How came you to fill up this bill?
Answer. I do not know exactly how I came to fill it up; I suppose it was because Mr. Rives was in the habit of bringing his accounts and memorandum to me, and I made out the bills.

By Mr. Ricaud:

Question. Have you a clerk in the office?
Answer. Yes, sir.

By Mr. Cullom:

Question. Is Mr. Rives in the habit of getting you to fill up his accounts?
Answer. Yes, sir; I have prepared a great many of them.

By Mr. Ricaud:

Question. Was that account paid by you?
Answer. I had nothing to do with the paying department; Mr. Ingram was the paying clerk.

By Mr. Curry:

Question. Do you know for what purpose these books were bought?

Answer. I do not; I suppose that they were bought, as stated in this bill, to supply members of the 33d Congress.

By Mr. Davis:

Question. I do not think you understood the purport of my question. It was, how it came that you filled out this particular bill?

Answer. Mr. Rives is in the habit of bringing up his accounts altogether, and we divide them up according to the appropriations; for some years past I have been in the habit of making out Mr. Rives' accounts; since the division of the contingent fund we have to keep some 22 or more accounts; for the last two or three years I have made out all Mr. Rives' reporting accounts, and the accounts for binding the Congressional Globe and Appendix, and other documents.

DAN'L BUCK.

MAY 6, 1858.

WILLIAM PETTIBONE called and sworn.

By Mr. Curry:

Question. What is your occupation?

Answer. I am a bookbinder.

Question. Where do you reside?

Answer. I live on Pennsylvania avenue, in this city.

Question. Have you been engaged in doing any work of that kind for the government within the last two years, or for any person who was employed by the government?

Answer. I have done work for the State and Treasury Departments.

Question. Who made the contract with you for doing it?

Answer. There was no contract; the work was given to me by the Secretary of State and Secretary of the Treasury, Mr. Marcy and Mr. Guthrie.

Question. Have you been doing any of the binding let out by Mr. Cullom, or under his authority?

Answer. No, sir.

Question. Were you engaged with Mr. Tretler, in any manner, in the execution of his contract?

Answer. I have been engaged with him, but it was before he obtained that contract.

Question. Have you any knowledge of the manner in which Tretler obtained his contract, and what he paid for it, or anything in connexion with the collection of the money?

Answer. I know from Mr. Tretler's own statement to me.

Question. That is all you know about it?

Answer. That is all I know about it; I know it as well as I know that the Kansas bill has passed; I did not see it passed, but I know it did pass, from information.

By Mr. Maynard:

Question. You know it only from information from Mr. Tretler, and you believed his statement reliable?

Answer. Yes, sir.

By Mr. Curry:

Question. Did you ever have any transaction in relation to this matter, yourself, with Mr. Cullom, or any of his clerks?

Answer. I never did.

WM. PETTIBONE.

MAY 17, 1858.

Hon. CHARLES READY called and sworn.

By Mr. Maynard:

Question. Will you state whether you were a member of the last Congress, and if so, from what State?

Answer. I was a member from the State of Tennessee.

By Mr. Horton:

Question. Was that your first term as a member of Congress?

Answer. No, sir; I was a member of the 33d and of the 34th Congresses.

By Mr. Maynard:

Question. Had you any business transaction with the Clerk of the thirty-fourth Congress?

Answer. I have no recollection of having had any business transaction with him. The only business transaction I had with his office was with his chief clerk, Mr. Ingram. That was a very small matter in reference to settlement of my stationery or newspaper account; one or the other, perhaps both.

Question. Had you ever any difficulty in conducting that settlement?

Answer. None whatever. There was some little delay in getting the balance due on one of the accounts; I believe it was the newspaper account; simply because of the late hour at which the appropriation was made.

Question. Was there any proposition made to you to compound the pay?

Answer. None whatever. A check was sent to me for it after I went home. Nothing occurred in that transaction which was not fair and proper.

Question. Had you any conversation with the Clerk, or were you present at any conversation with him in which he made any admission as to the business of his office, its profits or emoluments?

Answer. The only conversation I remember to have had with the Clerk with reference to the business of his office or its emoluments was some few days before the adjournment of the last session of the last Congress. During a night session of the House he came and sat down by my desk. After some conversation upon different subjects, I asked him myself, I think, what his office would yield him. I had heard something said about the profits of his office. He stated, in substance, that he had made $30,000; but if the book resolution should pass, his office would be worth, he thought, $50,000. I give this as the substance of the conversation. That was before the book resolution passed. At that or some other time—though my impres-

sion is that it was at that time—he spoke of having had the advantage, on account of his position here, of engaging in some speculations and making some investments in stocks and real estate. I do not very distinctly remember what was said upon that subject.

Question. Was his language that his office yielded him $30,000, or that he had made $30,000.

Answer. Well, the idea was that he had made $30,000 in consequence of holding the office. I cannot give his precise language.

Question. Did he state in what way that sum had been made, other than as you have stated?

Answer. He did not, as far as I can remember.

By Mr. Davis:

Question. Did he state that if the book resolution should pass he would be able to make $50,000 more?

Answer. No, sir. The idea I gathered from what he said was that he would make $50,000 in all. In further answer to a former question I would state that I never heard Mr. Cullom have any conversation with anybody else upon the subject, so far as I remember.

Question. Did you ever have any other conversation with him upon the same general subject?

Answer. I have had a brief conversation with him during the present session of Congress, and after I was summoned as a witness.

Question. Did anything occur in that conversation beyond what you have already stated.

Answer. Nothing, except that he explained, perhaps, more fully than he did before that which was the subject of the previous conversation. I was on my way to the committee room to testify in accordance with a summons I had received, and accidently fell in with General Cullom. He walked along with me, and I mentioned to him that I had been summoned as a witness, and was going up to testify; that I had been endeavoring to call to mind anything which I might know bearing upon the subject, and that I could remember nothing except a conversation I had with him in the House shortly before the final adjournment of the last Congress. I referred to the particulars, the time and place, as I have substantially stated in my previous testimony. He said he remembered the conversation. I told him substantially what I have already stated as the substance of that conversation, and he then stated that he very distinctly remembered saying to me that he had made large investments in stocks and in the purchase of real estate—a portion of it in this city and a portion of it elsewhere; that it was from those investments that he calculated his profits, but that a portion of them had turned out badly while a portion had done very well; that, on the whole, he had made a handsome sum by his speculations; that he was enabled to enter into these speculations from the position he occupied here as Clerk. He also said, in reference to the book matter, that he had realized nothing from it.

By Mr. Maynard:

Question. Do you know of any other fact, circumstance, declaration, or conversation which would go to show misfeasance, or malfeasance,

ereliction of duty, or corruption in the late Clerk in the discharge is duties?

nswer. I do not know anything which, so far as I can see, would e the least bearing upon this investigation.

CHARLES READY.

on. JOHN H. SAVAGE called and sworn.

By Mr. Maynard:

uestion. Please state whether you were a member of the last Con-ss, and, if so, from what State?

nswer. I was a member from the State of Tennessee.

uestion. Was that your first term of service?

nswer. No, sir. I was a member for two Congresses before.

uestion. Were you, under the book resolution, entitled to the ks voted?

nswer. Not at the last Congress. I may have received some odd umes. I believe I did receive some 100 or 150 volumes, which I s advised had been here for some time. If I was interested in the ks voted at the last Congress further than the Congressional Globe, o not remember it.

uestion. Had you any business transactions of any kind or cha-ter with the Clerk of the last Congress?

nswer. I do not know that I had, further than the ordinary siness I have transacted this session with the Clerk in regard to tionery, newspapers, and matters of that sort. I had some trans-ions with Mr. Ingram, the chief clerk.

uestion. Was there anything in your intercourse with that depart-nt which showed any irregularity or impropriety on the part of the n Clerk?

nswer. No, sir; so far as I remember. I know nothing on the ject of the inquiry which you have under consideration. I know hing which is legitimately a matter of investigation before you. I ve heard things, of course, as others have, in reference to these rges, which were spoken of in my remarks at the commencement he present session. They were out-of-door remarks in my country, l at the time of my remarks I spoke of them in the light in which haracterized them in my speech—that if true, they might impose me obligations of a certain character. As to their truth or false-d I cannot say.

uestion Mr. Cullom is at present a constituent of yours?

nswer. Yes, sir.

uestion. Do you know anything in reference to his private affairs, eference to his property at home, which would tend to implicate n?

nswer. I have no knowledge of his pecuniary condition. I live n different county from him, and, of course, all I know is from what ave heard. It is not evidence before you.

Mr. Cullom.—I would like to ask a question. Do I understand you ay that you know nothing of my pecuniary condition at home, my lity, and my credit?

By Mr. Maynard:

Question. My question was as to Mr. Cullom's pecuniary condition and circumstances at home only so far as they would tend to elucidate this investigation.

Answer. I would say that Mr. Cullom has the reputation of being quite a wealthy man, and has had good credit. He owns a large and valuable tract of land there, and was in possession of it at the time he was elected to Congress. During the time he was here he made a large purchase. I do not remember how large a purchase, but perhaps to the amount of twelve or fifteen thousand dollars. Mr. Cullom has been estimated to be worth from thirty to fifty thousand dollars at the time he was a member of Congress.

Question. Has not real estate in the country generally advanced rapidly for a few years past?

Answer. I should think so.

Question. Is it understood that he has acquired this property by his own industry and efforts, or is it by inheritance or marriage?

Answer. He is understood to have acquired pretty much all of it himself. He may have obtained some of it by way of marriage. He got, I have understood, a moderate sum by marriage, but I do not profess to know. The mass of his property, I suppose, he has acquired by his own exertions.

JOHN H. SAVAGE.

MAY 20, 1858.

F. K. ZOLLICOFFER called and sworn.

By the Chairman:

Question. Were you a member of the last Congress, and from what State?

Answer. I was a member of the last Congress from the State of Tennessee.

Question. Was that your first term?

Answer. It was not. I was a member of the 33d Congress for the first time.

Question. Had you any business transactions with the late Clerk of the House of Representatives?

Answer. I probably had the ordinary business transactions with the Clerk of the House. I suppose I should answer "yes" to that question; though I do not recollect particularly about any business transactions I may have had with the Clerk.

Question. Was there any irregularity, illegality, or impropriety, on the part of the late Clerk, or any of his subordinates, in connexion with any transaction with you?

Answer. None that I have any knowledge of.

Question. Have you ever had any conversation with the Clerk, or been present at any conversation at any time, in which the Clerk made any admissions with respect to the income, profits, or emoluments of his office?

Answer. I recollect that in conversation with him or with others, I received the impression that the profits of his office were good. I

member to have had the impression made upon my mind that his ice was one that paid well. But what the pay amounted to I did t know. My idea was that the perquisites of the office, added to the lary, made it valuable. But what the profits amounted to I had no finite idea.

Question. Can you state any specific conversation in regard to this atter, or only an impression merely of a general character?

Answer. All that I distinctly remember is an impression made upon y mind that the office was a good one. But I never took the pains look into the laws to see how the profits arose.

Question. From his conversation did you learn in what way, or by hat particular mode, he expected to make these profits?

Answer. I did not. I took no pains to ascertain, and did not scertain, how the profits were to be realized. All the idea I had bout the matter was that the profits were to come from the per-uisites, but I did not understand very definitely how that was.

Question. What were your personal relations with the Clerk, your pportunities for conversing and associating with him?

Answer. We were familiar friends, personally and politically, and were frequently thrown together; not so frequently, however, while e was Clerk as when we were members of Congress together, for we hen roomed and boarded together for some time. When he was lected Clerk his business called him in one direction, and mine called me in another, and we were not so frequently thrown together, though we continued familiar friends.

Question. Do you know of any fact or any circumstance that would show, or tend to show, on the part of the Clerk, or any of his subor-linates, any misfeasance, malfeasance, dereliction of duty, or cor-uption in the exercise of his office, in any way?

Answer. I have no knowledge of any such circumstance.

By Mr. Horton:

Question. Was any sum named by Mr. Cullom as the amount of he profits of his office, that he had received, or would be likely to eceive during his term?

Answer. I think not. I have no recollection of his ever naming ny amount as the income of his office. I do not think that I ever ad any distinct impression made upon my mind as to the aggregate nount of his income; but I received the impression that the office as one that paid handsomely. But I took no steps, no pains to certain anything definitely about it, as it was a matter in which I d no interest, no motive for investigation.

By the Chairman:

Question. Has that office been regarded, since you have been con-cted with Congress, as a lucrative and desirable one?

Answer. I have always supposed from general conversation, and y intercourse with members of Congress and other persons, that it s a lucrative office.

By Mr. Curry:

Question. Do you remember when this conversation took place?

Answer. I do not. I have no recollection of any particular conversation at all. But in the course of my intercourse with him, in the course of my service as member of Congress here, this impression was made upon my mind. I have no recollection of any especial or particular conversation at all, or of any circumstance connected with such a conversation. The only definite idea I have is that such an impression was somehow left upon my mind.

By Mr. Ricaud:

Question. Was it your impression that the office was remunerative from the salary and the legal perquisites of the office, or from malfeasance or misfeasance on the part of the Clerk?

Answer. My impression was that the Clerk's profits arose from his emoluments under the law. I took not the slightest pains at any time to look into the sources of those profits, to see what the law was; but I supposed that the patronage belonging to the office, and the commissions and fees allowed to the Clerk under different acts of Congress, yielded a large profit to the holder of the office.

Question. Then you understood the office to be a profitable one in consequence of fees allowed by law, rather than by means of any corruption in the office?

Answer. I do not know that I ever thought about the matter sufficiently definitely to endeavor to analyze, in my own mind, the process by which these profits were to accrue.

By Mr. Horton:

Question. Was this impression made upon your mind from conversations with Mr. Cullom?

Answer I presume it was from conversations with him and others. I suppose it resulted from my intercourse generally with members and with him. But I have no recollection of any specific, distinct, definite conversation with him upon the subject. It was a matter about which I cared nothing, and to which I paid no attention; but there was left upon my mind an impression that the profits of the office were large, or handsome.

By Mr. Curry:

Question. Did you understand that there were profits outside of the regular salary?

Answer. Yes, sir; that was my impression. I had heard that there was a fixed salary, and that there were perquisites from other sources legitimately accruing to the holder of the office under the law. I had heard, but do not now recollect, what the fixed salary was. I remember to have received the impression, I think while Colonel Forney was Clerk, that a profit was to be made out of the sale of books. I remember to have received that impression, from what source I do not now recollect. I recollect that I had a sort of surmise in my mind, it was a mere surmise, that General Cullom was making that profit, whatever it was. But I had no knowledge of the facts, and took not the

htest pains to ascertain, and I never knew anything about whether received his profits from that source or not. But I had the impres- made upon my mind that that was a thing, if it was so, that w out of the law as it stood. But I know nothing about it.

F. K. ZOLLICOFFER.

MAY 24, 1858.

OHN A. HUNNICUTT called and sworn.

By Mr. Curry:

Question. Where is your residence?
Answer. I reside at present in Washington city.
Question. What is your occupation?
Answer. I am a clerk in the Pension Office.
Question. Did you have any dealings or transactions with Mr. Cul- while he was Clerk?
Answer. No, sir.
Question. Did you have anything to do with the delivery of books nembers of Congress?
Answer. Not under Mr. Cullom; I had formerly under Mr. Forney.
Question. Have you any knowledge of any fact that occurred while . Cullom was in office, tending to show corruption, or fraud, or sconduct on his part in any way?
Answer. No, sir; I do not know that I have any such knowledge.

By Mr. Davis:

Question. Were you a clerk under Mr. Cullom?
Answer. Only for a few days, immediately after he was elected; I s removed from office on the 11th of February, immediately after election.
Question. Do you know anything about the book transactions of . Cullom?
Answer. No, sir.
Question. Do you know anything connected with his official conduct?
Answer. Only from hearsay, which I suppose is not evidence.
Question. You know nothing of your own knowledge?
Answer. No, sir; nothing at all. I was summoned before the grand y of this city in relation to this same matter, and I suppose that was cause of my being summoned here.
Question. Did that hearsay knowledge of which you speak come to through any of Mr. Cullom's clerks, or any one about him?
Answer. No, sir; it came through other sources.

JNO. A. HUNNICUTT.

MAY 29, 1858.

'ALENTINE BLANCHARD called and sworn.

By the Chairman:

Question. Where is your residence?
Answer. In Washington city.
Question. What is your occupation?
Answer. Bookseller and stationer.

Question. Have you had any business transactions with the late Clerk in his character as clerk?

Answer. Nothing more than having bills against the Clerk for binding documents of the House.

Question. Did you present those bills?

Answer. I presented them through Mr. Denham.

Question. Were they bills of your own, or of others?

Answer. They were bills of Joseph R. Williams, the contractor for the binding.

Question. Did you present them in person?

Answer. I did not.

Question. Did you have any transactions in person with the Clerk?

Answer. No, sir; I do not know General Cullom at all; I do not know as I have ever seen him. All the business I did with him was through Mr. Denham, who was foreman of the bindery.

Question. Do you know of your own knowledge of any fact that would show or tend to show any misfeasance, malfeasance, dereliction of duty, corruption, or official misconduct in any way, upon the part of the late Clerk?

Answer. Nothing more than that he would not pay the bills when they became due.

Question. Do you know that of your own knowledge?

Answer. I know it from what Mr. Denham said; I sent the bills through him.

By Mr. Davis:

Question. Did you ever present a bill yourself?

Answer. No, sir; it was done through Mr. Denham altogether.

Question. In consequence of the Clerk having refused to pay these bills, what did you do with them?

Answer. I transferred them to other persons; to persons who had claims against the bindery for material.

Question. Did you transfer them to any person in the employ of Mr. Cullom?

Answer. No, sir.

Question. Were your bills subjected to any discount?

Answer. Yes, sir.

Question. To what amount?

Answer. A large amount; I do not know how much; I was told several hundred dollars on one bill.

By Mr. Horton:

Question. Were you subjected to any discount yourself?

Answer. No, sir; not myself.

By the Chairman:

Question. To whom did you transfer these bills?

Answer. I transferred some to Mr. Smith, of Philadelphia, and he gave me credit for the amount of their face.

By Mr. Cullom:

Question. What amount of bills was paid through my office while I was Clerk, to the account of your binding concern?

Answer. I could not tell exactly without referring to my accounts. Perhaps some $70,000 or $80,000 in all from the commencement of the contract; it might be more or less.

Question. Was not every bill that you had paid up to the month of September, 1857?

Answer. Yes, sir; it was after September that there was any difficulty. During the months of June and July, bills accumulated to the amount of between $20,000 and $30,000.

Question. When I returned from Tennessee, did I not pay every one of those bills?

Answer. They were all paid up in July. It was in September, and from then till December, that the trouble arose.

By Mr. Davis:

Question. Did you call on Mr. Rodman, the chief clerk of the Treasury Department, and make any inquiry concerning the non-payment of these bills?

Answer. I did.

Question. What was the information you received?

Answer. It was a few days after Mr. Cullom had refused to pay those bills—one of some $4,000; I passed it off to Mr. Smith, as I have said. Mr. Rodman and I went to the Treasurer's office, and there we found Mr. Cullom's check for this very bill.

Question. How many days was that after he had refused payment of it?

Answer. Two or three days perhaps.

Question. Were you informed by that officer of the government that Mr. Cullom had plenty of funds to pay these claims?

Answer. Yes, sir.

By Mr. Cullom:

Question. Had that claim been approved by the Committee on Accounts?

Answer. No, sir; it was during the recess.

Question. Do you know the fact now that these identical bills of yours are hanging in the Committee on Accounts, and are not approved to this moment?

Answer. I was not aware of that. It was regularly certified to by the Superintendent of Printing.

Question. Was any one of the bills to which you allude, extra allowances by the Committee of the last House?

Answer. In my statement I have alluded particularly to but one bill. There were several bills. The one you allude to was $1,200.

Question. Do you not know that the Treasury Department has refused to allow me credit for that bill to this hour?

Answer. I was not aware that it had been refused by the Treasury Department. It was allowed by the Committee on Accounts.

V. BLANCHARD.

on presentation r

Answer. He gave various reasons ; at one time said it was nes convening of Congress, and that as he had paid a vast amou money during the recess, he thought we ought to take some o responsibility, he having taken the responsibility of a great port the bills, and there was a party coming in opposed to him and might not pass his accounts.

Question. What did you do with those bills after he refused t them?

Answer. I took them back and deposited them in the store.

Question. Were any of them transferred to other persons shaved?

Answer. I transferred, I do not know how many of the bills— two or three of them. One I know was transferred, a bill amou to $4,175, the certificate upon it bearing date September 19, That bill was transferred to J. B. Smith, of Philadelphia, wh nished our materials.

Question. Was it transferred at a discount?

Answer. I am not aware that it was.

Question. By the refusal on the part of General Cullom t these bills, were the contractors compelled to use them at a dis in paying their debts?

Answer. We did not lose anything ourselves.

By Mr. Cullom :

Question. Do you know that in the spring, after the adjourn of Congress, I went to my home in Tennessee?

Answer. I know that you left this city.

Question. Did I not speedily pay all the bills that accum during my absence, when I returned?

Answer. The bills that accumulated during your absence amo to some $33,000. I was calling upon Mr. Ingram every few who was in correspondence with you. When you returned I conversation with you, and I think the amount I have mentione paid within a fortnight or a little more after your return. Th

Question. That cleared up all your bills?

Answer. All that had been presented.

Question. Did not my office continue to pay up to September?

Answer. The certificate of one bill bore date the 19th of September, 1857, and I presented it either upon that day or a few days afterwards, and you told me you would pay no more bills. I asked you why, and you gave the reason I have already mentioned.

Question. Did I not say that I had taken the responsibility of paying the bills up to the first of September, and that the creditors ought to take the balance of the responsibility?

Answer. Yes, sir.

Question. Did you not request me to pay you $3,000 a month up to the convening of Congress, to enable you to carry on the business?

Answer. That was in this way: That bill of $4,175 which I presented and which you refused to pay, I took back to the store. When Mr. Smith called upon us for his pay I told him we could not pay him; but, said I, here is a bill against the Clerk's office which you can take and credit us with. He intimated that we should allow some discount on it, but I told him "no, you must give us credit for the face of it." He did so, took the bill, and a few days afterwards I understood that it had been paid. As soon as I understood that, I called upon you and complained. I had told you before that if I had any grumbling to do I would come to you and do it, so that you could always know where I was. I told you that if our bills were not paid we would have to close the bindery. You grumbled and said you did not care. I said that it would go all over the country that the government bindery was closed because its bills were not paid, and thus some eighty or ninety girls and many men would be thrown out of employment. This was in the latter end of September. I then remarked to you if you would give me $2,500 the first of next month, $3,000 the first of November, and $3,000 the first of December, just enough to pay our hands and our labor, I would be satisfied. You said you would do it, and took me into Mr. Ingram's room, and said, "Listen to this man," told him the agreement, and he took it down. That money I got. I afterwards got another bill paid, a bill Mr. Smith also had in his custody. I think it was paid on the morning of the day of the election of the new Clerk, and you remarked at the time that it was about your last official act.

Question. I complied fully with your own proposition?

Answer. Yes, sir. Of course I would have liked to have got the money as fast as I presented the bills. You gave me that as your reason for not paying the bills, and as it was about the time of the pressure, I was getting desperate.

Question. Did I assign as the reason for my delay in paying the bills, that I wanted the creditors of the government to be interested with me in getting the Committee on Accounts, who would be opposed to me, to pass the bills through?

Answer. Yes, sir.

Question. And did you not say to me when you made your proposition to me, that you would stand between me and the committee?

Answer. Something to that effect.

Question. Do you know that those bills have not been approved yet?
Answer. I do not. All the bills that I have presented to the new Clerk have been paid.

By Mr. Davis:

Question. Is that all you know about this matter?
Answer. It is all I know about it.
Question. Do you know of any official misconduct on the part of Mr. Cullom, while he was Clerk of the House of Representatives?
Answer. No, sir, not a particle.

By the Chairman:

Question. You speak of an arrangement that you made with Mr. Cullom, in relation to receiving so much money every month. Did you, in consequence of his consenting to that arrangement, agree to allow any benefit, advantage, or profit, to accrue to him or any one under him?
Answer. No, sir, not one cent. General Cullom never intimated any such thing to me, nor I to him.

C. DENHAM.

J. ALEXANDER re-called.

By the Chairman:

Question. When you were examined before was it with reference to your upholstery transactions with the late Clerk?
Answer. Yes, sir.
Question. In your transactions with him did he ever reserve anything to himself, or did you ever pay him any thing for cashing your bills?
Answer. He either paid me the money or gave me a check for the full amount that the bills called for.

By Mr. Davis:

Question. What was the amount of your bills?
Answer. The last bill was the one that I got a check for, I do not recollect the exact amount, but it was for some $1,800 and odd.
Question. Did General Cullom at any time refuse to settle your bills?
Answer. He refused in this way, the committee, at one time, had not passed on my account. I called upon Mr. Cullom once or twice with the bill and he put me off.
Question. For what reason?
Answer. I think he told me once that there was not sufficient money appropriated, or something of that kind.
Question. At the time of the presentation of any of these claims, did Mr. Cullom exact or receive from you any sum of money for paying your bills?
Answer. He never exacted anything.
Question. Do you remember paying him $50 at any time?
Answer. I gave him $50.
Question. For what reason.

nswer. I wanted the money for the bill for $1,800. He said e was no money just then. But he gave me a check for the whole unt, and I afterwards gave him $50; some days afterwards.
uestion. What for?
nswer. For cashing my account.

By Mr. Horton:

uestion. Did you ever pay him anything more than once?
nswer. No, sir.
uestion. Did you ever pay anything to any of his subordinates?
nswer. No, sir, I never did.

By Mr. Cullom:

uestion. This payment of $50, that you speak of, was it a volun- thing on your part?
nswer. Yes, sir.
uestion. Did I exact anything of you?
nswer. No, sir.

By the Chairman:

uestion. Was there any agreement or understanding between you, n he gave you this check, that you were to pay back any part of r did you do it voluntarily?
nswer. There was no agreement at the time he gave me the ck.

By Mr. Horton:

uestion. Was there anything passed between you and him, any lerstanding about it in any way or form, by look or gesture, or in other way?
nswer. I do not know. General Cullom gave me a check, ther his own individual check or a government check I do not llect, and some days afterwards I gave him $50.

By Mr. Curry:

uestion. Why did you give it to him?
nswer. Because he cashed my bill; I wanted the money, and told that I wanted it.

By Mr. Horton:

uestion. Do you know whether he expected it or not?
nswer. I cannot say whether he expected it or not.
uestion. Have you any reason to suppose that he expected it?
nswer. I do not know what he did expect.

By the Chairman:

uestion. Did you promise it to him?
nswer. Yes, sir; I said I would give fifty dollars to have my bill ed.

By Mr. Cullom:

uestion. Do you not know that the appropriation for furniture repairs had been exhausted months before?

Answer. That is what you told me.

Question. Do you not know that it was months afterwards before any appropriation was made for that purpose?

Answer. I do not know about that.

Question. This occurred in early spring?

Answer. Yes, sir; the ordering furniture did.

By Mr Davis:

Question. At what time?

Answer. The latter part of June, I think.

By the Chairman:

Question. In what year.

Answer. In 1856, the first year of Mr. Cullom's term of office.

By Mr. Horton:

Question. Was Congress then in session?

Answer. I think it was.

By the Chairman:

Qnestion. How long had the account been standing?

Answer. It was contracted, I think, in the months of January and February.

Question. I would like to know a little more about this matter; whether there was any agreement between you and General Cullom; whether he told you that if you gave him the proper allowance he would give you the money, or whether, after you had been to him on several occasions, and he had refused to pay your bills on account of there being no money, you told him that if he would let you have the money you would give him $50; how was it?

Answer. I went to him two or three times, and he said there was no money; I went to him again, and told him that I wanted the money and would give $50 for it; he never made any exactions of me.

Question. Was that transaction with Mr. Cullom or with his clerk?

Answer. With General Cullom himself.

Question. Did he give you an official check or an individual check?

Answer. I cannot say.

Question. What was the check upon?

Answer. Upon the bank of Suter, Lea & Co., but I deposited it in the Bank of the Metropolis.

Question. You got the money and paid him $50?

Answer. Yes, sir.

By Mr. Cullom:

Question. Do you remember that you stated to me that you had a note falling due that would be protested if you did not get this money?

Answer. Yes, sir; I came to you the second time, and said that I had a note falling due in New York for purchases I had made, and I wanted the money to pay it.

Question. Had I dismissed you at that time from the office of upholsterer?

Answer. Yes, sir.

Question. Had we any intercourse from the time of this transaction for a year or more?

Answer. I never spoke to you, I think, from that time until I saw you here in the committee room sometime ago.

By the Chairman:

Question. You say you had been dismissed as upholsterer by General Cullom?

Answer. Yes, sir.

Question. Was that before or after you got this money?

Answer. It was before.

Question. How long before?

Answer. This last account was paid in June, and I was dismissed the March before.

By Mr. Cullom:

Question. I had never seen or spoken to you to do this work, but you were called in while I was lying sick; was not that the way you got in?

Answer. Yes, sir; the committees called for what they wanted, and I furnished the articles.

Question. I had never spoken to you about it?

Answer. No, sir.

Question. Did you not come to me and ask me, as a personal favor, to let you have this money, as the banks would charge you so and so, and you did not want to pay it?

Answer. Yes, sir; I said I could get it at Suter, Lea & Co's. for one per cent., but I did not want to pay so much.

Question. Did you not come on the preceding day to that on which you got the money, and I told you I would see if I could raise the money?

Answer. Yes, sir, and I came the next day and got the check for it.

Question. What did I say about my disinclination to do this thing; about my never having done that sort of thing?

Answer. You told me you did not want to do it, but told me to call the next day, and you would see whether you could do it.

Question. You thanked me at the time for doing it?

Answer. I was very glad to get the money.

By Mr. Davis:

Question. Do you know anything else connected with these transactions but what you have told us.

Answer. No, sir.

JNO. ALEXANDER.

course of conversation, Mr. Cullom remarked to me, in his [illegible] way, "French, how much did you make out of the office o of the House? I replied that I made precisely my salary, an the House chose to give me as extra compensation by a vote House; that that was all I ever made. "Oh," said he, "yo more than that; don't tell me." I said, "No, general, made more than that." "Well," said he, in his laughing v intend to make more out of the office than that." Perh may have said, for he used such language at times, "I to make more than that, by God." That was all the sation that passed between us upon that point. In justice to I ought to say here that I never mentioned this conversation to man until I was on the grand jury of this county, where we o took the usual oath that we would keep secret the State's coun fellows, and our own. In some remarks which I made in the jury room in relation to a matter before the grand jury, I sta conversation, and at the same time said it took place in a la way. I referred to this conversation in my own defence, beca question arose, or it was stated to the grand jury that the clerk House of Representatives generally made a good thing out clerkship, and all that. In self-defence, I got up and mad remarks, and among other things I incidentally alluded to th versation, though I said at the same time that I took it as a m joke, and never expected to hear of it again, and I have neve tioned it to any other persons until I mention it now in this con room. I did not consider it as anything serious on the part Cullom, but as merely one of his ordinary joking remarks.

Question. When did this conversation occur?

Answer. Very soon after General Cullom was elected Clerk, into the office, as I always have done when a new Clerk was e and congratulate the incumbent upon his election, and talk ove ters in relation to the clerkship.

Question. Were you ever employed in the Clerk's office?

Answer. I was in the Clerk's office some fourteen years. F Congresses I was there as Clerk of the House. I was in the

gentlemen sitting down together. You all know how General Cullom talks, and any one who knows him could see precisely the manner in which he addressed me.

Question. Do you know of any fact of any kind that would tend directly or indirectly to establish upon Mr. Cullom either misfeasance, malfeasance, or corruption in office while he was in the office of Clerk of the House of Representatives?

Answer. I do not and never had any official business with Mr. Cullom while he was Clerk of the House of Representatives that I remember, except perhaps to receive some money once or twice as the agent of others; and I believe also that during the time of the pressure of business, near the close of the session, he got me to assist him at the desk in the House. There was an appropriation made to pay the clerks who had been employed, and out of that he paid me $20, I think, for my services. That was the only official transaction I had with him, and the only money I ever received of him officially, except once or twice some money for some persons who had got me to receive it as their attorney or agent. In all the business I ever had with General Cullom, everything was done with perfect fairness, uprightness, and honesty, so far as I know. I never supposed the conversation you have asked me about would ever get to the world. How it got out I cannot now undertake to say.

Question. Were you intimately acquainted with Mr. Cullom before that time?

Answer. I became pretty well acquainted with him while he was member of Congress. I was introduced to him, and saw him pretty often. We knew each other, and always had some conversation when we met; at meeting we passed the compliments of the day that usually pass between two persons who know each other.

By Mr. Curry:

Question. How did you manage your contingent fund?

Answer. A portion of the time that I was Clerk, until the sub-treasury law passed, I deposited my contingent fund in the Bank of Washington; that is, I drew drafts on the Treasury in favor of the Bank of Washington, and then drew my money from the bank by checks in the usual manner. As soon as the sub-treasury law passed I had a vault built in the Clerk's office, and in that I kept all my money, and it was disbursed in my office. Mr. Glossbrenner was my disbursing clerk the most of the time, and had, under my supervision, the entire control and charge of the contingent fund after it was kept in my office.

Question. Did you have any general agent while you were Clerk, to purchase articles which were to be paid for out of the contingent fund?

Answer. Never; I purchased them myself—everything. You know, of course, I had to make contracts; after the contract law passed I advertised for proposals. In relation to books there was a separate fund appropriated. For instance, at one time $75,000 were appropriated for the purchase of books for members; that was after the sub-treasury law passed; I drew for the money, and they gave me an order

on New York for $50,000 of that appropriation, and some $25,000, I think, of my contingent fund. I had to send Mr. Glossbrenner to New York for it. He went there and got the money and brought it here in specie, in sovereigns mostly.

Question. You had no intermediate agent between you and those of whom you purchased?

Answer No, sir.

Question. No person was allowed to make profits?

Answer. No, sir. The moment an appropriation was made to purchase books under some resolution I sat down and wrote letters to every bookseller in Washington who I supposed could furnish books, and to all the publishers of the books called for. I wrote them something to this effect: "An appropriation having passed to supply members of Congress with such and such books, (making out a list of them;) if you have any of these books you will please inform me how many you can supply." I asked every one who had the books to put them in. Those purchased were delivered to the librarian of the House, Mr. Brown, who had charge of the whole business. On his receipt of the books I paid the man; he came to my office and I counted out the money, and that was the last I knew of it.

Question. Was the same course generally pursued by you in reference to articles paid for out of the contingent fund?

Answer. Always; I always purchased everything myself, or through my clerks who were under me. I was responsible for them. I never had any agent, or any person between me and the contractor; never, in any way.

Question. Then the prices paid by you for articles were the prices charged by the dealer himself?

Answer. Yes, sir; I never made a charge different from the amount I paid out; and when my accounts came to be settled at the treasury, which they were a short time after I left the Clerkship, (I handed all my accounts in to that department a week after I left the Clerkship,) and when they were settled I do not think there was a mill difference between us. All my accounts were allowed and passed, and I never had any questions raised about them. There were, perhaps, some few errors in addition, or something of that sort, which were afterwards corrected by the persons when I was notified of it.

By Mr. Horton:

Question. In buying upholstery and furnishing rooms, in everything of that sort, did you make the purchases yourself?

Answer. My impression now is that at the time I was Clerk of the House of Representatives all the furnishing of the rooms was done by the Doorkeeper of the House, and the Clerk had nothing to do with it but to pay the bills, which he did upon the certificate of the Doorkeeper. I think there was a resolution of the House putting that upon the Doorkeeper. There have been so many changes that I cannot now recollect without referring to the records; but my impression now is that I bought no furniture for the rooms myself, but that the Doorkeeper did all that. I believe I did purchase the carpets myself for the hall once, perhaps twice, but I do not think I ever purchased any-

ning for the committee rooms. I paid for things on the certificate of ne Doorkeeper. I am not perfectly certain about that; a part of the me, I think, I did it one way, and a part of the time the other. I hink, if I recollect right, that a resolution was passed while I was lerk putting everything of this kind in charge of the Clerk. I am ot quite certain about that; it certainly passed while I was Clerk, r immediately after I left the Clerkship.

By the Chairman:

Question. In making your purchases did you deal with the different usiness men in this city?

Answer. Yes, sir; I did. When a purchase was to be made direct not by contract) I would go myself and make the purchase. For nstance, if I wanted a carpet for the hall I went to Mr. Claggett; I hink I bought the last carpet that was purchased while I was Clerk of him. I went myself, personally, and engaged the carpet, agreed upon the price for it, and had it put down.

B. B. FRENCH.

FEBRUARY 14, 1859.

B. B. FRENCH recalled.

By Mr. Cullom:

Question. Did we have any private dealings with each other?

Answer. We did.

Question. Did I not purchase of you a lot of ground in the city of Washington?

Answer. You purchased a lot of mine at auction, for which I made out the title.

Question. Did we not have several interviews in reference to that matter before we consummated it?

Answer. Yes, sir.

Question. Did we not have considerable conversation? Did I not consult you in regard to the prospect of making money in the real estate business, and ask your opinion as to whether real estate would advance or not?

Answer. Yes, sir; that was so.

Question. Money making was the theme of our conversation, was t not?

Answer. Yes, sir.

Question. Was it not during one of these interviews, while we were closing up this transaction, that the conversation to which you referred in your testimony the other day took place?

Answer. No, sir, I think not. That conversation took place the irst time, I think, that I went into your office, or very soon after you were elected Clerk.

Question. Was it not while we were negotiating the sale of this and?

Answer. I think it was before that time.

Question. Was not that sale very soon after I went into office?

Answer. I cannot fix the time exactly; it was not very long after-

wards. My impression is that that conversation took place before you made that purchase of me. I am not positive about that, because I cannot remember everything that took place so that I could fix the time exactly.

Question. Do you remember that the land trade took place very soon after I went into office, and that I inquired of you as to the prospect of making money here in Washington by the purchase of real estate here?

Answer. I remember that you inquired of me, at the time you purchased that lot, about real estate here in Washington, what I knew about it, and whether I thought it was advancing in price or not. And I said that real estate I thought was as low as it very well could be, and that I thought it must advance; and that the purchase of that lot which you had made was a good speculation, and I would not have sold it to you if I had not been pushed for money.

Question. Do you remember that in the conversation you refer to I spoke as if I wanted to make money, as I was living here something more than my salary?

Answer. My impression is that you said you wanted to make something out of the purchase of real estate.

Question. What was the amount of my purchase of you?

Answer. You paid me not far from $3,000, I think. I will not be certain but what it was more; I cannot fix the sum.

Question. Was not the original price $3,400 and some odd?

Answer. I cannot fix the sum.

Question. It was part cash and part credit, was it not?

Answer. Yes, sir; the sale was part cash and part credit, and you paid me all in cash upon my deducting something for the sake of the money.

Question. Then I did not pay you less than $3,000 in cash?

Answer. It was a little over $3,000, I think, but I will not be certain about the price.

By the Chairman:

Question. Was this real estate transaction for real estate in this city?

Answer. Yes, sir.

Question. Do you know whether Mr. Cullom during the term of his clerkship had any other transaction in real estate here?

Answer. I do not.

Question. You do not know whether he either bought or sold any real estate here?

Answer. No, sir.

Question. Do you know whether he owns any here now?

Answer. I do not. I wish to state here, that in my former testimony, I gave the sum of $75,000 as the amount of the appropriation for the purchase of books for members, I looked at the law this morning, and found that the exact sum appropriated was $72,205 27.

Question. I believe you stated the other day that you were Clerk of the House from 1843 to 1847?

Answer. Yes, sir; I was elected when McNulty was dismissed,

; I believe was in January, 1843, and I held the office until ember, 1847.

By Mr. Cullom;

uestion. Did you consider it incompatible with your official duties le you were Clerk to buy real estate or to make any other outside le by which you could make money?

nswer. I certainly considered that I had a right to do so when I ld.

uestion. Did you not buy lots here, both while you were Clerk he House, and also while you were Commissioner of Public ldings?

nswer. I bought lots from private individuals while I was Comsioner of Public Buildings, but none that belonged to the city. very lot I sold to you, I bought while I was Commissioner of lic Buildings.

uestion. You did buy a great deal of real estate while you held a lic office?

nswer. Yes, sir; I own now several lots around my own premises, ething like an acre of land, I should think; I purchased the most t, if not all of it while I was in public office; I am pretty certain t I bought all but one lot when in office.

By the Chairman:

uestion. What is the opportunity in this city for a man with ns, one who can command means to an unlimited extent to realize ey by dealing in real estate, and taking advantages in buying l selling?

nswer. So far as I know, I should think that perhaps no man ld make money any faster in any other way.

B. B. FRENCH.

OHN BAILEY recalled.

By Mr. Curry:

uestion. What is your occupation here in the city of Washington?

nswer. I am an assistant clerk of the House of Representatives.

uestion. Have you been travelling out west for Mr. Rives in any ?

nswer. No, sir.

uestion. Have you not done business for Mr. Rives?

nswer. No, sir; I have a brother who is employed in the estabment of Mr. Rives.

By Mr. Cullom:

uestion. Did you act as disbursing or chief clerk for me during tour, in the absence of Mr. Ingram?

nswer. Yes, sir.

uestion. Did you fill up such checks as were paid out by the office ing the absence of Mr. Ingram?

nswer. Yes, sir, I did; all checks drawn on account of moneys ursed.

Question. Did I ever draw on my own account during that time a cent of money beyond my salary?

Answer, No, sir; you never drew any money for yourself but your own salary; and I do not recollect as I drew out the check for that myself.

By the Chairman:

Question. You do not exactly comprehend the point of the question, which is this: Did Mr. Cullom ever have in his own hands, or under his own control, subject to his own individual use, any of the public money?

Answer. To my knowledge he did not have any of it; he merely signed the checks as they were presented to him for the payment of accounts.

By Mr. Cullom:

Question. Then as claims were presented and allowed in the office you filled out the checks and brought them to me in my own room for my signature?

Answer. Yes, sir.

By Mr. Horton:

Question. While you were there, suppose that Mr. Cullom had chosen to draw out money on his checks, what means were there of your knowing that or finding it out if he chose not to let you know it?

Answer. I had the regular check book in my possession, and also the key of the vault.

By the Chairman:

Question. Then if he had done so, upon taking up the checks it would have been detected?

Answer. If he had drawn any checks it would have been shown upon the margin of the check book.

Question. When you came to settle up your deposit accounts did you not take up these checks?

Answer. No, sir; the checks were kept at the treasury. It is a rule at the Treasury Department not to give up checks unless there is some special reason for it.

By Mr. Cullom:

Question. I was obliged, was I not, to furnish vouchers corresponding to the amount of these checks to go to the treasury?

Answer. Yes, sir; a voucher or an account, as you may please to term it, has to go to the treasury in the settlement of accounts. The checks drawn upon the sub-treasurer are kept by the treasurer.

Question. Do you not remember that I was absent a great deal of the time after the money was realized in the summer of 1856 to go on with the book business under the resolution of July, 1856?

Answer. I do not recollect distinctly at what time you went away; I recollect that you did go away.

Question. Do you remember of my leaving in the month of August, 1856, for my home in Tennessee?

Answer. I recollect of your leaving here in the month of August.

Question. Do you remember that during my absence, or before the next meeting of Congress, Mr. Tyler brought up to the office all his book receipts and asked you to make out his account from them?

Answer. I recollect of making out the account for him, at his request, from those receipts, but the time I do not recollect distinctly.

By the Chairman:

Question. Do you recollect the fact whether at the time you made out that account Mr. Cullom was or was not absent in Tennessee?

Answer. No, sir, I do not recollect that.

Question. You do not know whether it was during Mr. Cullom's absence or not?

Answer. I cannot now recollect.

JOHN BAILEY.

JOHN H. TRETLER called and examined.

By Mr. Cullom:

Question. Are you the son of John Tretler, the public binder?

Answer. Yes, sir.

Question. Do you manage the business?

Answer. Yes, sir.

Question. Did I not call at your father's bindery while you were conducting the business for him, during the Congress for which I was the Clerk, and endeavor repeatedly to see your father?

Answer. You did.

Question. Was I successful?

Answer. You were not.

Question. Did I not repeatedly leave messages with you for him to come and see me?

Answer. You did.

Question. Do you know that he did not come?

Answer. I do not think that he did; I never heard that he came. I know that you asked me several times when I was up to see you why he did not come.

Question. You mean when you brought up your bills to be paid?

Answer. Yes, sir.

Question. Was I not frequently at your bindery to see your father?

Answer. Yes, sir.

Question. What messages did I leave with you for your father?

Answer. You left messages with me to tell my father that you wanted him to come up to your office, that you wanted to see him.

Question. When I failed to see him, what occurred between you and me in reference to Mr. Tyler's connexion with the business?

Answer. I do not recollect the conversation at the shop, or what conversation I had with you in your office at the time I brought the notes and checks up.

Question. We had a conversation at the bindery in regard to the matter, did we not?

Answer. Yes, sir; but I do not recollect what it was.

By Mr. Ricaud:

Question. Was the conversation in relation to the binding and Mr. Tyler?

Answer. Yes, sir; and I brought some receipts up to the General, at his request, to show him.

By Mr. Cullom:

Question. The receipts you speak of were evidences of your having paid Tyler certain sums of money?

Answer. Yes, sir; they were notes to him.

Question. What message did I send by you to your father, and what feelings did I express in relation to the matter?

Answer. I know that at the time of the conversation, you appeared to be very angry; but I do not recollect the conversation.

Question. Did I not request you to say to your father not to pay any more money on that account, and that I disapproved of it?

Answer. I know that you were very angry at the time, and said something to that effect; but the exact words I do not recollect.

Question. Did I not also tell you that I had been trying to see your father on that account?

Answer. Yes, sir.

By the Chairman:

Question. About what time did this occur?

Answer. I do not recollect; it was sometime before General Cullom went out of office.

Question. Did you have any business transactions with the Clerk in any way?

Answer. Nothing more than bringing up here the bills for binding and getting the money.

Question. Were they paid regularly and promptly?

Answer. Not always.

Question. Do you know the reason why?

Answer. Sometimes when I brought the bills up here the General would be away, and I would have to wait for the money until he came back.

Question. Did Mr. Cullom or any of his subordinates ever require you to make any discount, suffer any shave, or anything of that sort?

Answer. No, sir.

Question. Did they ever intimate anything of the sort to you?

Answer. No, sir.

By Mr. Cullom:

Question. Did you ever have any trouble in getting your money when I was here?

Answer. No, sir.

By Mr. Ricaud:

Question. Do you say that though you cannot remember the precise words of the conversation, still the General expressed great indignation at the course pursued by Tyler towards your father?

Answer. Yes, sir; he appeared to be very angry at the time.

Question. Did you ever hear your father say anything about his reason for not going to see General Cullom?

Answer. No, sir; I very seldom saw him, as he was not often about the shop.

By Mr. Cullom:

Question. Did you not know the fact that your father had the contract before you knew of any connexion with Mr. Tyler?

Answer. I did not see Mr. Tyler until the work was commenced and pretty well under way.

J. H. TRETLER.

JOHN D. THOMSON recalled.

By Mr. Cullom:

Question. State to the committee whether or not I requested you several times to call upon Mr. John Tretler, the public binder, for the purpose of getting him to come up to my office, as I wanted to see him?

Answer. I recollect that Mr. Cullom requested me several times, if I saw Mr. Tretler, to tell him that he wanted to see him. General Cullom was walking down street with me one day before I had seen Mr. Tretler, and requested me to go for him, as he wanted to see him about some complaints of the binding. I went to his shop, but did not see him at that time. Afterwards I did see him by myself, and I told him for what reason the General wished to see him. He then intimated to me something about his having some business transactions with Mr. Tyler. I think he intimated to me that he was paying Mr. Tyler some money as a percentage on the bills he was getting him to cash, or something of that sort, and he thought hard of it. I told him that, from what I had heard General Cullom say, I was certain it was illegal, and he ought not to pay Tyler a cent; but that he should go up immediately and see Mr. Cullom, and have the thing understood. I told General Cullom what I thought was the reason that Mr. Tretler did not come to see him. General Cullom got a great deal excited when I intimated to him what I thought was the cause, and said that if it was so he would break up the whole contract, as he had never authorized Mr. Tyler to exact a cent from Mr. Tretler. He said that it was all wrong, and told me to tell Mr. Tretler that if there was anything of that kind going on he would break up the whole concern and take the work away from him. Mr. Tretler came up immediately to see him after that, and I believe that they had some understanding about the matter. I know that General Cullom repudiated the whole thing, and was very indignant that anything of the kind should take place.

Question. Do you remember at what time that took place?

Answer. I cannot fix the time exactly, as I did not take any memorandum of it. I think it was during the latter part of the first session of the thirty-fourth Congress—the long session; not after the close, but somewhere before the close of it.

Question. How often did I request you to see Mr. Tretler and urge him to come and see me?

Answer. I know that several times a day you would ask me if I had seen him.

Question. Do you know the fact that he avoided seeing me?

Answer. He told me that he did not want to see you, because he was not treated right in the matter, as he thought.

By the Chairman:

Question. In your former testimony you stated that you acted as upholsterer awhile during the last Congress?

Answer. Yes, sir, I did.

Question. And I believe that you stated that you furnished some mirrors at $275 each?

Answer. Yes, sir.

Question. Who is the present upholsterer?

Answer. Mr. L. F. Clark.

Question. I find upon looking over the report of the Clerk of the House, as to the manner in which he has expended the contingent fund, that Mr. Clark is put down, on page 160, as having furnished one French plate mirror at $255; another at $425; and, again, a French plate mirror for $250; another at $430; one at $250; and another at $450. Do you know anything about these mirrors that were furnished by Mr. Clark?

Answer. I do not know enough to testify that they have all been furnished, or anything of that kind.

Question. What I want to know is, how they compare with those that you furnished.

Answer. Being interested in the former mirror business, I took the trouble to look into this matter; and I think that these mirrors that he charges from $425 to $600 for are of about the same value as those which I furnished and charged $275 for. I think they are about the same size; they may vary a little—be an inch or two larger or smaller.

By Mr. Ricaud:

Question. For what rooms were these mirrors at $450 furnished?

Answer. I cannot recollect exactly. It is stated in that report for which room each one was furnished. I think that two were furnished for the Clerks at a total of $850; and I noticed in the report that one was furnished for the Speaker's room at $1,625.

By Mr. Curry:

Question. Do you say that you furnished such mirrors as those in the Clerk's room for $250?

Answer. Those for the Clerk's room I know only from reading in this report of the Clerk, which gives their price. I have not seen them.

By Mr. Ricaud:

Question. Do you remember for what committee rooms you furnished the $250 mirrors?

Answer. I did not furnish any $250 mirrors; for all that I furnished I charged $275.

uestion. Do you remember for what committee rooms you furnished
n?
nswer. I cannot now remember; I could tell by reference to my
ers.

By Mr. Curry:

uestion. What I wish to get at is whether Mr. Clark has charged
) for mirrors of the same kind that you furnished for $275. How
iat?
nswer. I can see no difference. I furnished committee rooms the
e as he did; I took up all the space over the mantel-pieces, and
ould do nothing more than that.
ow I wish to say a word in relation to the matter of window cur-
s, in regard to which I was cross-questioned when I testified here
re. I think my charges will compare very favorably with his
ges for the same articles.

By Mr. Cullom:

uestion. State what you think is the comparison.
nswer. I noticed all through this report of the Clerk's expendi-
s that Mr. Clark has charged from $130 to $150 per window. I
k a fair and liberal price would have been $40 or $50 a window.

By Mr. Curry:

uestion. Have you examined these curtains?
nswer. I have seen them as I passed by. Being a judge of the
cle I can tell at a glance what they are worth. Those curtains
made of a material that costs from $1 75 to $2 a yard, just ac-
ling to how he bought it. If he bought it at wholesale he could
it for $1 75 a yard; if he bought just enough for a single window
time he would have to pay $2 a yard. His curtains are of single
f; mine were of broadcloth at $3 50 or $4 a yard, and are lined
the way through.

By the Chairman:

uestion. What is the charge for the curtains in the room of the
mittee on Claims?
nswer. I did not furnish that room; but all the curtains I have
are single, except those in the Speaker's room, and they are
rged at $300 a window.

JNO. D. THOMSON.

FEBRUARY 15, 1859.

OBERT K. ELLIOT called and examined:

By Mr. Davis:

uestion. Where do you reside?
nswer. In this city.
uestion. What is your occupation?
nswer. I am a clerk in the Globe office.
uestion. Have you taken a trip, for the Globe office, north and
t within the last year or two?

Answer. I did last fall.

Question. During that trip, did you visit any of the libraries where Mr. Cullom was directed by the joint resolution of Congress to deposit certain books—Congressional Globe, &c.?

Answer. I did.

Question. State to the committee which of the libraries you visited, the number of volumes you found there, and the condition in which you found them in the various libraries?

Answer. After my return from that trip, I embodied the result of my examination in a statement, which I furnished to Mr. Rives.

Question. Have you that statement with you?

Answer. Yes.

Question. Is it in your own handwriting?

Answer. Yes.

Question. Read it to the committee.

Answer. It is as follows:

Report.

No. 1. *Mercantile Library Association, Cincinnati, Ohio.*—Examined this library, and found forty-one volumes of the Congressional Globe and Appendix, seven volumes of the Reports of the Secretaries of the Treasury on the Finances, and three sets of the Diplomatic Correspondence, twelve volumes in each set, from one to twelve inclusive, each set bound in a different style; printed by Jared Sparks. Hon. Timothy C. Day representative at the time.

No. 2. *McClure Library Association, Greensburg, Indiana.*—Examined this library, and found forty-three volumes of the Congressional Globe and Appendix, seven volumes of the Reports of the Secretaries of the Treasury on the Finances, none of the Diplomatic Correspondence. Hon. Will. Cumback representative at the time.

No. 3. *Marion County Library, Indianapolis, Indiana.*—Examined this library, and found forty-six volumes of the Congressional Globe and Appendix, seven volumes of the Reports of the Secretaries of the Treasury on the Finances, and seven volumes of the Diplomatic Correspondence; published by F. P. Blair; covers in bad order. Hon. Lucien Barbour representative at the time.

No. 4. *McClure Workingmen's Association, Terre Haute, Indiana.*—Examined this library, and found forty-three volumes of the Congressional Globe and Appendix, seven volumes of the Reports of the Secretaries of the Treasury on the Finances, none of the Diplomatic Correspondence. Hon. H. D. Scott representative at the time.

No. 5. *Manual Labor and Workman's Institute, Richmond, Indiana.*—Examined this library, and found thirty-seven volumes of the Congressional Globe and Appendix—some of them in a bad condition, being much worn and scratched, &c.; a mark showing that a label was taxen from the cover of the volume for the second session of the twenty-seventh Congress—seven volumes of the Reports of the Secretaries of the Treasury on the Finances, *none of the Diplomatic Correspondence.* I was informed by the librarian that Cullom stated in a letter to him (the librarian) that the books which were not sent

could not be procured at the price allowed for them by Congress. Hon. D. P. Holloway representative at the time.

No. 6. *Seneca Library Association, Tiffin, Ohio.*—Examined this library, and found thirty-seven volumes of the Congressional Globe and Appendix—some of them in bad order; also marks showing that labels had been taken from the covers of the volumes for the 1st session of the 26th Congress (volume 8) and the 2d session of the 28th Congress—seven volumes of the Reports of the Secretaries of the Treasury on the Finances, none of the Diplomatic Correspondence. Hon. C. K. Watson representative at the time.

No. 7. *Young Men's Association, Toledo, Ohio.*—Examined this library, and found thirty-seven volumes of the Congressional Globe and Appendix—some of them much worn, and soiled by dampness; also marks showing that labels were taken from the covers of the volumes for 2d session 29th Congress and 1st session 31st Congress, volume 21—also seven volumes of the Reports of the Secretaries of the Treasury on the Finances; none of the Diplomatic Correspondence. Hon. Richard Nott representative at the time.

No. 8. *Oberlin College Library Association, Oberlin, Ohio.*—Examined this library, and found forty-eight volumes of the Congressional Globe and Appendix—some of them much worn, and soiled by dampness—also seven volumes of the Reports of the Secretaries of the Treasury on the Finances; none of the Diplomatic Correspondence. Hon. P. Bliss representative at the time.

No. 9. *Barclay Association, Brookville, Jefferson County, Penn.*—Examined this library, and found forty-three volumes of the Congressional Globe and Appendix—all of them very much worn, and soiled by dampness; a mark showing that a label was taken from the cover of volume 20, 2d session 30th Congress—seven volumes of the Reports of the Secretaries of the Treasury on the Finances—in a bad condition—none of the Diplomatic Correspondence. Hon. D. Barclay representative at the time.

No. 10. *Dickinson Seminary, Williamsport, Pennsylvania.*—Examined this library, and found thirty-seven volumes of the Congressional Globe and Appendix—much worn and soiled—seven volumes of the Reports of the Secretaries of the Treasury on the Finance, none of the Diplomatic Correspondence. Hon. J. J. Pearce representative.

No. 11. *Scientific Association, Pottsville, Pennsylvania.*—Examined this library, and found forty-three volumes of the Congressional Globe and Appendix, some of them being much worn and soiled by dampness, seven volumes of the Reports of the Secretaries of the Treasury on the Finances, none of the Diplomatic Correspondence. Hon. J. H. Campbell representative at the time.

No. 12. *Richland Library, Quakertown, Bucks county, Pennsylvania.*—Examined this library, and found forty-three volumes of the Congressional Globe and Appendix, seven volumes of the Reports of the Secretaries of the Treasury on the Finances, and two sets of the Diplomatic Correspondence, one of twelve and the other of seven volumes; I was informed by Mr Bradshaw ex-member of Congress, that the above mentioned sets of the Diplomatic Correspondence have been in the library for twenty years, and that they received none with

the books which Mr. Cullom sent them. Hon. J. C. Bradshaw representative at the time.

No. 13. *Seamen's Friends Society, No.* 30, *Wall street, New York.*—I called at this library but could not see any of the Congressional Globe and Appendix, Diplomatic Correspondence or Finance Reports, there is none in the library. I was informed by Mr. Loomis, (the man who receipted for the books) that they were where they could be had; he Mr. L., intimated that they were in possession of Hon. Mr. Childs. Hon. Thos. Childs, jr. representative at the time.

No. 14. *Apprentice Library, No.* 472, *Broadway, New York.*—Called at this library but could not see the books, they had been removed from the shelves and put away in boxes to make room for improvements in the library rooms. I saw the annual report of the librarian for 1858, which stated, that thirty-five volumes of Congressional Globe and Appendix had been received from the Clerk of the House of Representatives by an order of Hon. Mr. Kelly. Hon. John Kelly representative at the time.

No. 15. *Brooklyn Atheneum, Brooklyn, New York.*—Examined this library, and found forty-seven volumes of the Congressional Globe and Appendix; seven volumes of the Reports of the Secretaries of the Treasury on the Finances, none of the Diplomatic Correspondence. Hon. J. G. S. Stranahan representative at the time.

No. 16. *Yorkville Library Association, Yorkville, New York.*—Examined this library, and found forty-three volumes of the Congressional Globe and Appendix, seven volumes of the Reports of the Secretaries of the Treasury on the Finances, none of the Diplomatic Correspondence. Hon. A. Wakeman representative at the time.

No. 17. *Citizens' Library Association, Gloucester, Massachusetts.*—Examined this library, and found thirty-nine volumes of the Congressional Globe and Appendix, seven volumes of the Reports of the Secretaries of the Treasury on the Finances, none of the Diplomatic Correspondence. Hon. T. Davis representative at the time.

No. 18. *Readville Library, Readville, Massachusetts.*—Examined this library, and found thirty-seven volumes of the Congressional Globe and Appendix, seven volumes of the Reports of the Secretaries of the Treasury on the Finances, none of the Diplomatic Correspondence. Hon. W. G. Damrell representative at the time.

No. 19. *State Library, Concord, New Hampshire.*—Examined this library, and found thirty-three volumes of the Congressional Globe and Appendix. The volumes which are missing are the three volumes of the Congressional Globe for the 1st session of the 33d Congress, and the Appendix for the 2d session of 32d Congress; seven volumes of the Reports of the Secretaries of the Treasury on the Finances, none of the Diplomatic Correspondence. Hon. M. W. Tappan representative at the time.

No. 20. *Mercantile Library Association, Baltimore, Maryland.*—Examined this library, and found fifty-eight volumes of the Congressional Globe and Appendix, five volumes of the Reports of the Secretaries of the Treasury on the Finances. The volumes of the Finance Reports which I could not find were volumes six and seven, none of

Diplomatic Correspondence. Hon. H. Winter Davis representa-
at the time.
o. 21. *Maryland Institute, Baltimore, Maryland.*—Examined this
ıry, and found seventy-six volumes of the Congressional Globe
Appendix, seven volumes of the Reports of the Secretaries of the
ısury on the Finances, none of the Diplomatic Correspondence.
. J. Morrison Harris representative at the time.
o. 12. *Washington College Library Association, Chestertown, Kent*
ty, Maryland —Examined this library, and found seventy-one
ımes of the Congressional Globe and Appendix, seven volumes of
orts of the Secretaries of the Treasury on the Finances, none of
Diplomatic Correspondence. Hon. J. B. Ricaud representative at
time.

By Mr. Ricaud

uestion. What induced you to visit the library in my town.
nswer. I was requested to look into this library.
uestion. Who requested you to do so?
nswer. Mr. Rives.

By Mr. Davis:

uestion. Is that all that you know about the matter?
nswer. Yes, sir.

By the Chairman:

uestion. When did you make this trip?
nswer. Between the 20th of October and the first of December
fall.
uestion. At whose instance?
nswer. I was employed by Mr. Rives as an agent to obtain sub-
ers for the Congressional Globe and Appendix.
uestion. Who paid your expenses?
nswer. Mr. Rives.
uestion. Who directed you to go to these libraries and make this
nination?
nswer. Mr. Rives gave me a list of those libraries he desired me
isit and examine?
uestion. Did Mr. Rives state to you why he wanted you to go
nd and make this examination?
nswer. He told me what he desired me to do, and I understood
he wanted me to do it.
uestion. Was it for the purpose of this investigation?
nswer. I do not know; I knew nothing about this investigation
save that it had been instituted.
uestion. Was his object to use what information you might get
nnexion with this investigation?
nswer. I do not know what his object was in connexion with this
stigation.
uestion. You said you understood very well why he wanted you
) it.
nswer. Yes; I thought his object was to find out if certain books
in those libraries.

By Mr. Ricaud:

Question. Were there any other books ordered by Congress in the library in my town?

Answer. I was not requested to look for any but these works; the Congressional Globe and Appendix, Diplomatic Correspondence, and the Finance Reports.

By the Chairman:

Question. You then went for the purpose of seeing what books published and for sale by Mr. Rives were on hand and what were not, with a view that he might get an order to supply the deficient volumes?

Answer. No, sir; I did not.

Question. What was it then?

Answer. I said that I went as agent for the Congressional Globe and Appendix to obtain subscribers. And I was requested in addition to that duty to look into these libraries and see if these particular books were there.

Question. For what purpose did he want that done. You say it had no reference to this investigation, or to get an order to supply the deficiency. What was the reason?

Answer. I cannot tell what Mr. Rives' motive was.

By Mr. Davis:

Question. Had you any conversation with Mr. Rives as to the object he had in view?

Answer. No, sir.

By the Chairman:

Question. Did he instruct you to inquire into the condition of the books?

Answer. Yes, sir.

Question. He did not state the purpose of the examination?

Answer. No, sir.

By Mr. Ricaud:

Question. Did you look in the Chestertown library for any other works except the Congressional Globe and Appendix, Diplomatic Correspondence, and Finance Reports?

Answer. No, sir; I did not look for any other work in any library.

By the Chairman:

Question. These are the books in which Mr. Rives is interested?

Answer. Yes, sir.

By Mr. Cullom:

Question. Do you know that this work, the "Diplomatic Correspondence," was not charged in my accounts, except some few sets I could procure?

Answer. No, sir; I had no knowledge upon that subject until my return. I then learned that they were not charged at the time I started. I was under the impression that they were charged.

Question. Do you know the fact that Mr. Rives would not let me

ve the Diplomatic Correspondence at the catalogue prices fixed by
r?
Answer. I do not know that.
Question. What does he ask for them?
Answer. I do not know anything in regard to the prices; my duties
in another department.
Question. Do you know what is the present price and what was the
mer price asked by Mr. Rives for the Diplomatic Correspondence?
Answer. I am not prepared to say, but I think it is $5 per volume.

By Mr. Curry:

Question. Have you any connexion with the sale of the books in
e Globe office?
Answer. None at all.

By the Chairman:

Question. Then, as I understand it, you know nothing except the
cts which you have deposed to here in regard to the number of books
those libraries, and the condition they were in, which information
ou got by the direction and while in the employment of Mr. Rives,
ith no knowledge of the use which he proposed to make of such
nformation?
Answer. I know nothing more than I have stated.

By Mr. Cullom:

Question. Do you know the fact that a great many of the books of
hich you speak have been distributed by the present incumbent of
he Clerk's office?
Answer. I do not know the fact. I stated in as clear terms as I pos-
ibly could what I saw. I do not know who put these books there; I
now they are there, and in the condition I have stated.

ROBERT K. ELLIOT.

WILLIAM P. INGRAM recalled.

By Mr. Cullom:

Question. Was the entire fund used and disbursed by the Clerk's
fice of the House of Representatives from the day of my election to
e hour of my leaving office under your control and management
tirely?
Answer. Yes, sir; I did all the business of that kind, except when
nporarily absent, when Mr. John Bailey took charge of it. This
s only on two different occasions.
Question. In your final settlement, did you find your funds pre-
ely as they had been drawn upon your requisitions?
Answer. Precisely, to a cent. When I settled with the Treasurer
counted up my checks that I had drawn, and it left a balance on
nd corresponding precisely to the balance which your account called
to a cent.
Question. And the accounts were finally closed and settled?
Answer. Yes, sir. [See Appendix to this deposition.]
Question. In that settlement did I not charge myself with the sala-

ries of those clerks, of which there has been a great deal said, Mr. Burnett, Mr. Stanton, &c., and settle it at the treasury?

Answer. Certainly.

Question. Was that money ever drawn out?

Answer. No, sir; it was never drawn out from the government funds.

By Mr. Horton:

Question. When was the charge made by Mr. Cullom?

Answer. The checks were drawn upon the deposit for these salaries, and the account was charged and credited with the amount, leaving the fund the same as though the checks had never been drawn. So far as the treasury settlement was concerned, that was not made until after the last session of Congress.

By Mr. Cullom:

Question. Was that owing to my accounts being suspended here by this investigation?

Answer. Yes, sir.

By Mr. Horton:

Question. I understand this: that these checks were signed and then given back by these clerks, and taken by you and put into the safe. How long did these checks lie there?

Answer. The checks were passed over to the credit of the Clerk in a little while afterwards, I suppose.

Question. Were they credited to Mr. Cullom in your account?

Answer. Yes, sir.

Question. Soon after they were drawn?

Answer. Yes, sir.

Question. When did you debit him with the amount of these checks?

Answer. The checks were drawn payable to the parties; but upon the subsequent settlement at the bank the checks were placed to the credit of the Clerk in my bank account. We kept the deposit at that time at the banking-house of Suter, Lea & Co., or, rather, with Mr. Suter himself. I think this was not long afterwards—a few days or weeks.

Question. Mr. Suter was credited by the amount of these checks paid to Mr. Cullom credited in your bank account?

Answer. Yes, sir.

Question. When did Mr. Cullom pay back the money?

Answer. The money was never drawn out at all. It amounted to the same thing as though the checks had never been drawn.

Question. When was this amount passed over to the fund again?

Answer. I do not remember; it was not long; it was a few days or a few weeks, at furthest.

By Mr. Cullom:

Question. Do you remember my ordering you to do it right away?

Answer. Yes, sir.

Question. When were the checks drawn?

Answer. In the month of December, 1856, and the amount was arged in the accounts not long afterwards.

By Mr. Horton:

Question. When was the change made in the deposit?
Answer. It was soon after the third session of the 34th Congress at the money was drawn from Mr. Suter and deposited in the easury.

By Mr. Curry:

Question. Why did you draw these checks at all?
Answer. It was understood that it should be done.
Question. Did Mr. Cullom require you to get up these checks for hem to endorse?
Answer. I think that was the general understanding about it.
Question. What did Mr. Cullom say?
Answer. That was my impression that such was the understanding.
Question. As desired by Mr. Cullom?
Answer. I have an impression that it was desired from all parties. I do not know whether there was any special requirement or not; perhaps Mr. Cullom told me so.

By Mr. Ricaud:

Question. Then the money for these checks was never drawn at all?
Answer. No, sir.
Question. Neither by Mr. Cullom or anybody else?
Answer. No, sir.

By Mr. Curry:

Question. Was it understood at the time they were made out that he money was never to be drawn on them?
Answer. I never understood anything about it, except that the lerks were not to have their salaries, but according to agreement they ere to receipt the proper papers.
Question. Why have these papers if there was no money to be rawn?
Answer. It arose from the unnecessary original arrangement; as I nderstood that it was by their request to have their names remain pon the pay roll as the employés of the House.

By the Chairman:

Question. If their names remained upon the pay roll it was necessary at they should receipt in order to prevent them some years hence om going to the treasury department and claiming the money?
Answer. Yes, sir; there would be evidence of claim if there were o receipts.

By Mr. Davis:

Question. They never got the money?
Answer. No, sir.

By the Chairman:

Question. If their names remained upon the pay roll, their salaries for that time became a charge against the government?

Answer. Yes, sir.

Question. And the receipting, as you call it, was a counterbalance in favor of the government?

Answer. Yes, sir.

By Mr. Ricaud:

Question. Did Mr. Cullom tell you to draw the money upon these checks and let it remain in your hands?

Answer. No, sir; he never did.

By Mr. Cullom:

Question. Did I not order you to consider this money as so much of the funds?

Answer. Yes, sir.

By Mr. Curry:

Question. When was that instruction given to you?

Answer. It was prior to the removal of the deposits from Mr. Suter, and they were removed soon after the passage of the law requiring the deposit to be removed to the treasury.

By Mr. Davis:

Question. Then all the money drawn by the Clerk of the House of Representatives was properly paid out under law and to proper persons?

Answer. Yes, sir; every dollar of it.

Question. And there was no misapplication and no misuse of the government money in any way or manner?

Answer. No, sir.

By the Chairman:

Question. I wish to ask you some questions in reference to the two requisitions for $50,000 and for $10,000, about which a great deal was said at the treasury department. Explain the circumstances under which the $50,000 and the $10,000 requisitions were drawn.

Answer. I think Mr. Buck drew the $50,000 requisition; I did not draw it.

Question. Do you know anything about the drawing of it?

Answer. I cannot say that I do; only that there was such a requisition.

Question. Do you know anything about the $10,000 requisition?

Answer. Yes, sir; I drew that.

Question. Why did you draw for that amount and not for a larger sum?

Answer. I drew for the purpose of paying the employés of the House their extra compensation under the resolution of the first session of the 34th Congress. I drew $10,000 and no more, because that was about as much, with what I had on hand, as I was entitled to under the bond. The amount to pay them all their extra compensation was

more than that. But under the treasury regulations I was not allowed to draw for the full amount at that time.

By Mr. Cullom:

Question. Could you have more than $20,000 of that contingent fund on hand at a time?

Answer. No, sir; I intended as soon as I had exhausted that amount to draw for the balance to pay them all; to pay the mail boys, clerks, and everybody else included under the resolution; that is the reason why more than $10,000 was not drawn at time; because, with the other moneys then on hand, I could not draw more; I usually replenished before I was entirely out, because it sometimes took two or three days before I got a requisition through the treasury, the Secretary of the Treasury attending a cabinet meeting, or something of that sort; it was my intention and desire to pay all entitled under the resolution, without delay or distinction as to class, as may be seen by reference to lists of names furnished 1st Comptroller of Treasury Department.

By the Chairman:

Question. Was this a part of the contingent fund of the House?

Answer. Yes, sir.

Question. The requisition for the $50,000 was upon a special fund?

Answer. Yes, sir.

By Mr. Cullom:

Question. In reference to that $50,000 do you remember being present in my office when I called all the clerks in to consult as to what I should do in the matter?

Answer. Yes, sir; I know that there was a general consultation about it.

Question. Was there not some question as to whether it belonged to the fund, or as to whether it was a special appropriation that might be drawn for a larger amount than the bond?

Answer. Yes, sir.

Question. Was not my object, as I stated, to be able to go home and leave a fund here at your command to go on and fix up this book matter?

Answer. Yes, sir; that was so; it was rather out of the usual order of disbursing business, and Mr. Buck was consulted as to the proper order of drawing that requisition; I drew every other requisition drawn in the office during your term except that.

By the Chairman:

Question. Mr. Buck had been in the office longer than you had?

Answer. Yes, sir.

W. P. INGRAM.

TREASURY DEPARTMENT,
Comptroller's Office, July 29, 1858.

SIR: I have to advise you that your accounts as Clerk of the House of Representatives have been settled and closed upon the books of the treasury.

Respectfully, yours,

W. MEDILL,
Comptroller.

WM. CULLOM, Esq.,
Late Clerk House of Representatives, United States.

The amount of money removed from the hands of T. R. Suter, agent, and deposited with United States Treasurer, was $4,631 95, being full amount of government funds then on hand, April 1, 1857, including the $1,800 withheld from Messrs. Bailey, Greenlease, Burnett and Stanton, which latter amount reverted to the credit of the appropriation for map clerks, &c.

W. P. INGRAM.

Hon. HORACE MAYNARD, *Chairman.*

NEW YORK CITY,
Astor House, September 22, 1858.

In the matter of inquiry into the conduct of Hon. William Cullom, late Clerk of the House of Representatives of the United States, Hugh Tyler, esq., a witness produced, sworn, and examined, deposeth and says:

Question. Do you know William Cullom, the late Clerk of the House of Representatives?

Answer. He does.

Question. Had you any office or appointment under him, or any contract of any kind; if so, state it?

Answer. He had no office; he had a contract with him, made in the early part of the 1st session of the 34th Congress, and which contract was in writing, and in the possession of said Cullom. The contract was to furnish books ordered for that Congress.

Question. Did you, under said contract, furnish books; and if yea, what books?

Answer. He furnished the books, ordered under the resolution to furnish certain members with books, to a small extent, a list of which, marked A, is herewith annexed. This deponent, before completing the contract, turned the same over to Taylor & Maury.

Question. Did you, under said contract, agree to pay any per centage or bonus of any kind to said Cullom; or did said Cullom, in any way, directly or indirectly, receive any part or portion of any profits growing out of said contract?

Answer. He did not; nor did General Cullom, in any way, directly or indirectly, receive any profit or per centage upon said contract.

Question. Did General Cullom at any time require, before the execution of said contract, that he should be paid for the same, or make it a condition precedent to the execution of the same.

Answer. He did not.

Question. Do you know of any contract or agreement of any kind made by General Cullom, as Clerk of the House of Representatives, by which he was to be paid any per centage or bonus of any kind?

Answer. He does not.

Question. Do you know of any dereliction on the part of General Cullom, as Clerk of the House of Representatives, or any act which would go to show misfeasance or malfeasance of any kind or nature on the part of said Clerk; if so, state it fully?

Answer. He knows nothing of the conduct of said Clerk in any matter or way, except that which came under the performance of the contract to supply the books as above stated; and he has no knowledge of any fact or act which would tend to show misfeasance or malfeasance, or corruption of any kind, on the part of said Clerk. In all the intercourse with said Clerk witness found his conduct to be that of an honorable and correct gentleman.

H. TYLER.

Sworn to and subscribed in the presence of

J. B. RICAUD,
Member of the Committee.

ONGRESS, } HOUSE OF REPRESENTATIVES. { REPORT
ession. } { No. 189.

JNTS OF THE LATE SUPERINTENDENT OF PUBLIC PRINTING.

FEBRUARY 28, 1859.—Laid on the table, and ordered to be printed.

ORGE TAYLOR, from the select committee appointed to investi- the accounts of the late Superintendent of Public Printing, the following

REPORT.

ect committee appointed to investigate the accounts of the late Superintendent of Public Printing unanimously report:

resolution creating the committee was adopted by the House esentatives on the 23d day of December last, but the com- was not announced until the 17th day of January. On the y of January the committee organized, and, in pursuance of a on of the House, appointed Theodore F. Andrews their clerk iographer. Your committee began the examination by calling ent Superintendent, George W. Bowman, before them, in or- scertain how the office of Superintendent is organized. It is to state that the office of Superintendent of Public Printing ated by the act approved the 26th day of August, 1852. The perintendent died within a year after his appointment. Mr. , whose accounts your committee were directed to investigate, t appointed in the fall of 1853. He was reappointed in De- 1855, and continued in office until December, 1857, at which was succeeded by the present Superintendent.

ommittee have confined their examinations as nearly as pos- the period of Mr. Seaman's superintendency—that is, from er, 1853, to December, 1857. Much irrelevant testimony has ken by reason of the nature of the examination, and from the y imposed upon the committee to resort to every expedient to cts from reluctant witnesses. While the entire record is pre- for the consideration of the House, the committee base their ipon such facts only as have been established by direct and nt testimony.

committee have given to the subject entrusted to them as h an examination as their limited time allowed; and they

believe that as many material facts have been developed as was possible under the peculiar and embarrassing circumstances under which they have acted. They deem it proper here to state that, both with reference to the attendance of witnesses summoned, (two of whom they felt obliged to report specially to the House for contumacy,) and with reference to the extreme difficulty experienced in obtaining from some of the witnesses the disclosure of facts evidently within their knowledge, the investigation has been attended with difficulties of no ordinary character, and that owing to these difficulties many material matters are suggested in the evidence which it has not been in the power of the committee fully to disclose.

It has been found that the books of the late Superintendent have been kept in a manner so loose and negligent as to make it almost impossible to ascertain with any proper correctness the condition of the accounts between his office and the government. The testimony of Dr. Quail shows that it cannot be ascertained from those books, within some hundreds of reams, how much paper was received, nor how much was delivered to the public printer; and that neither those accounts nor the account of paper on hand can be balanced.

Large invoices of paper were received without any inspection, and sometimes by an irresponsible party in the employ of the public printer. A laborer or watchman in Mr. Wendell's office appears to have had, to a very great extent, the charge of the delivery of the paper to the public printer. His memoranda were kept on loose slips of paper, which were afterwards sent to the clerk whose duty it was to superintend this matter From those slips the official receipts were made up monthly; but, as in the case of the other accounts, the official receipts and the slips do not agree. Those slips have been collected and pasted into a book for reference by the present Superintendent. Some of the paper described in them is not covered by any official receipt. In further illustration of the manner in which the books were kept, your committee would refer to the accounts for paper furnished to the binders for waste leaves. Prior to the 1st of April, 1856, paper for those leaves was furnished by the Superintendent of Public Printing. The binders charged the same to the Senate and House, and it was paid for, at stipulated prices, out of the contingent fund of the two houses. It then became the duty of the binders to pay back the amount so collected to the Superintendent of Public Printing, to enable him to close his accounts for the paper supplied. The accounts kept by the Superintendent with the public binders appear to have been closed by double red lines drawn under them. Some instances occur of lateral lines drawn across the page below with the words "carried forward," in which a reference to the pages to which such accounts are severally professedly carried shows no balance really carried forward; and those accounts, therefore, show no balances due to the government.

Upon an investigation, the present Superintendent, Mr. Bowman, ascertained these facts: That accounts purporting to be closed had not been, in fact, closed; and that large quantities of paper furnished to the binders prior to his appointment had not been paid for. The accounts thus standing were made out and sent to the binders for

ıt. The largest, amounting to $1,170 77, was due from Mr. , of Philadelphia. When Mr. Arnold was spoken to on the he said the account had been settled by way of a loan to Mr. ; that he had refused to make the loan until Mr. Seaman d to arrange it in the settlement of his waste-leaf account. owever, was not done, and Mr. Arnold paid the amount to Mr. n. Nearly the same circumstances were found in another bill amount.

'ithstanding the fact that $2,791 96 have been collected from binders on the accounts referred to since the appointment of)wman, there is still a considerable discrepancy between the y of paper required for waste leaves and the amount which has ttled for by the binders.

ccount was kept between the government and the Superintend- show the amount of money received for paper supplied to the . The only memorandum of any such money is found in con- with the account of paper received from Sylvester J. Megargee. ears that Mr. Seaman assumed the payment of $10,424 81 to egargee, for 1,724 reams of 45-pound paper, on the 14th day l, 1856. The entry shows that the same was to be paid out of collected for waste leaves; and it appears to have been intended ey the idea that the 1,724 reams of paper, thus settled for, l the whole amount used by the binders up to the 1st of April, vhich was not the case. In this instance the books were well ted to induce the belief that the accounts were closed, and thus ive; while the testimony shows that Mr. Seaman knew that was due on these accounts, and that long after that date his Mr. Jewett, tried to collect the same.

books also disclose payments to the binders for the House for s which were not credited either in the Superintendent's book ıe folding-room. Various small items of this character appear, ere is no way to explain them. In this particular great liber- ıdoubtedly, were taken by the parties doing the public work. ımber of volumes ordered were not always bound, and, in some ıot printed. The evidence of these facts in regard to the bind- positive and direct, and in regard to the printing is almost as ive. The accounts at the House folding-room were short, at ıe Mr. Seaman went out of office, 2,939 volumes; but the de- since that time have reduced the discrepancy between the r ordered by the House and the number delivered at the fold-)m to about 2,500 volumes.

loose manner in which these accounts have been kept has pre- the committee from ascertaining whether these volumes were ınd by the public binders; but it appears that certificates for ole number ordered by Congress have uniformly been issued, a few instances, those certificates embrace more volumes than :dered to be printed and bound.

ıe examination of the accounts for engraving and lithographing,)mmittee found that the books of various parties did not corre- with the amounts of the certificates issued and charged to them. instance this difference amounted to about $10,000, and in

another to $6,736 76. In one or two instances the books of engravers and lithographers were balanced by fictitious entries; but in those cases the amounts of money credited as received from the government did not correspond with the certificates charged to the parties. In fact, there appears to have been a singular fatality about the books and accounts connected with these matters. Few of them could be explained, and none of them were entirely satisfactory.

Your committee ascertained that when the engraving and lithographing were contracted for during the session of Congress it was done generally under the direction of the committees, or at prices fixed by them. When the committees did not direct the employment of particular parties, they instructed the Superintendent to employ parties to do the work at the specified scale of prices generally, but in some instances it was left to his discretion.

The chairman of the Committee on Engraving testified that Mr. Seaman had recommended the employment of certain engravers and lithographers on account of their mechanical skill, or their ability to execute the work, and that the committee relied upon his judgment in those matters.

The chairman of the Engraving Committee in the 34th Congress says that Mr. Seaman had recommended for employment P. S. Duval & Co., John Cassin, Van Ingen & Snyder, and Sinclair & Co., of Philadelphia; A. Hoen & Co., of Baltimore, and Sarony, Major & Knapp, of New York. In the examination, your committee found that all these parties have been employed in engraving and lithographing for the government, and that all of them had paid commissions to agents in some manner connected with their business, and they say that the payments thus made had more or less connexion with the contracts for the work. Some of these parties state that they found that their old agents could be of no service to them, and that they got the impression here in Washington that their interests would be promoted by the employment of other parties, and that upon the employment of the persons indicated they got work.

Your committee find that there was a very general belief in the trade that it was necessary for them to pay for their contracts in some way, and that the practice of paying was as general as the belief. Payment was made in different ways; in some instances in the way of loans, in other cases a per centage was paid to agents for attending to the receipt and delivery of the work at Washington, the necessity for which services existed more in imagination than in reality, as the plates were always sent direct to the Superintendent, and by him were delivered to the printer who arranged or *collected* them with the sheets. In other cases the per centage was paid direct to the Superintendent.

The engravers and lithographers testify, with one or two exceptions, that they could afford to pay the per centage, and that they made a provision in their bids for the allowance which they were compelled to make to the agents. This fact is established by a comparison of the prices paid under the late Superintendent and those paid by Mr. Bowman, the present Superintendent. There is nearly fifty per cent. difference in favor of the present prices. This is the testimony of Mr.

wers, chief clerk in the office. Mr. Graham testifies that he would
re done some of the work at 25 per cent., or one-fourth of the price
d under Mr. Seaman, and a reduction nearly as great as this has
ually been made in the cost of the work done on the Coast Survey
port of 1857. The charts done under contract with Mr. Seaman on
it report for 1856 cost $157 50 each; while the same kind of charts,
newhat larger in their average size, for the report of 1857, were
itracted for and have been done under Mr. Bowman for $49 91 each.
One or two lithographers say that the prices were about the same
it they received from publishers; but it appears that these parties
not object to loaning money to the late Superintendent, which
ns they have not requested him to return. By reference to the
timony of Messrs. Roberts & Eichell, it will be seen that they
eed to divide the net profits on the work to be done on the Me-
inical Report of the Patent Office. The contract was given at $30
page, of which sum they estimated $14 per page as the net profits.
t of this sum Roberts agreed to pay Eichell 25 per cent. for securing
work.

The per centage paid to agents was from 5 to 20 per cent. upon the
itracts. In some instances the money was loaned to Mr. Seaman, and
security or vouchers were taken for it. In the case of Sarony, Major
Knapp, his name did not appear on the books. The loans had
n charged to one of the partners "for A. G. S.," but Mr. Major
s that he added the full name of A. G. Seaman after he had been
pœnaed. To a question put on that subject, the witness answered
it the entry was thus made to avoid exposing Mr. Seaman; yet
says that it was a fair and business-like transaction. The last
n in the loan from that house was received by Mr. Seaman in the
nmer of 1856. The party who made this loan was subpœnaed to
tify before your committee. Upon the receipt of the subpœna, he
led upon Mr. Seaman for the amount of the loan, and an arrange-
nt was made by which the sum was returned in a certified check.
e party, in this particular instance, testified that he had not
led upon Mr. Seaman before that time for the money, and that he
l called after he had been subpœnaed, in order that he might be
e to testify that Mr. Seaman did not owe him anything.

In another instance, the last sum in a loan of $3,550 was made
r years since, and no demand has been made upon Mr. Seaman for
or any portion of it, and it remains unpaid. Your committee
nd, in another case, that a loan of $1,500 had been made to Mr.
man; that a note taken for it had been renewed from time to
e; that the amount was finally paid by the firm, and charged to
account of printing expenses; and that the persons making the
n did not, when they made it, expect it to be repaid. The same
se paid an additional sum to Mr. Seaman of $750, which, your
mittee find, was in consideration of contracts given it.

Your committee find that the various sums of money paid to the
nts employed under different pretences were paid under the im-
ssion that their business interests would be benefited thereby, and
it it was necessary that those payments should be made in order to
ure government contracts. They further find from the testimony

that engravers and lithographers who had previously had work from the government did not succeed in getting it under Mr. Seaman's superintendency until they employed particular agents. The particular agents were afterwards employed by all the successful houses.

One of the most successful houses, Sarony, Major & Knapp, was induced to make, and did make, a business arrangement with Mr. Wendell, and they opened a branch of their New York house in this city, in which Mr. Wendell was interested. It is in evidence that the establishment of this branch made a material difference in the quantity of work given to houses outside of this city; but the parties say that it was not successful, and therefore it was closed. It does not appear that this branch was closed until the recent large orders were nearly or entirely completed.

Your committee further find that a contract was given to parties upon the express condition that they would pay a per centage on the contract to the Superintendent himself; and in this particular case the books of the firm agreeing to make the payment show that the money, amounting to $2,250, was paid to the Superintendent, and charged to the account of printing expenses.

The evidence shows also that there was one contract made for the payment of 20 per cent. to Mr. Seaman; but your committee have been unable to ascertain whether the amount was ever actually paid over according to the agreement.

Your committee further find that the paper received from contractors was inferior to the sample, in some cases varying over three cents on the pound, and that little or none of such inferior paper was returned by the Superintendent. It appears from the testimony that very considerable quantities of paper, which had at different times been rejected by the clerk having charge of the paper department, was afterwards received. In one particular instance, where a large quantity of paper had accumulated in the hands of the contractor, the contractor came on to Washington and succeeded in getting his paper received.

It appears that this was done by an agreement to pay a commission for the receipt of his paper. Mr. Megargee, the contractor in this case, compelled one of the manufacturers to make a deduction of about 24 cents per ream on the paper supplied, which deduction amounted to $1,201. In the account rendered to the manufacturer the deduction is charged as the amount paid on paper which was rejected, but which paper, upon said payment having been made, was received by the government. This payment is clearly established by the testimony of Mr. Rice, who paid the same, and by the original accounts rendered Messrs. Rice, Kendall & Co. by the house of Megargee & Brothers. That the money was charged in the accounts as paid for that purpose, and paid by Messrs. Rice, Kendall & Co., there is no doubt; but your committee have not had time to trace it into the hands of any particular person, and they cannot say that Mr. Seaman received the money. When the difficulty about the receipt of this paper took place, Mr. Seaman refused to interfere, thus leaving the contractor in the hands of his clerk. The law under which the government paper is contracted for is, in the opinion of your committee, very imperfect.

While it directs that the bids shall be opened in the presence of the President of the Senate and the Speaker of the House of Representatives, it leaves the selection of the paper entirely to the judgment of the Superintendent. Opening the bids in the presence of the officers referred to is an idle formality, as the Superintendent has the right to select any of the paper which, in his opinion, most nearly approximates to the paper advertised for. Under this provision your committee find that the Superintendent rejected paper which was offered for 13 cents per pound, *because it was too well finished*, while he accepted the bid of another party at $13\frac{9}{10}$ cents per pound for inferior paper. This contract was given to an individual member of the firm of Megargee & Brothers, to which Mr. Seaman is now so largely indebted for borrowed money. The mode of contracting for paper upon samples furnished by the bidders is wrong. The grade of paper should be established, and the bidders should be required to bid to one sample, in which case there would be less favoritism. This plan has been adopted by the present Superintendent with great advantage.

In connexion with the paper contracts, your committee have also ascertained that it became necessary for the parties supplying the government with paper to employ particular agents in the city of Washington to receive their paper, and that those particular agents were employed in all instances which your committee have been enabled to examine. Your committee further find that one of these particular agents for the receipt of paper had become objectionable to one or more of the parties contracting, and that they refused to continue him in that business, when an arrangement was made between one of the contractors and Mr. Seaman for the employment of Mr. Wendell, who afterwards became the special agent for all the paper contractors; that Mr. Wendell employed a clerk or agent to do the work for the first year (1856) at a salary of $1,000, and for the second year (1857) at a salary of $1,200, while Mr. Wendell received from the paper contractors for his influence, without doing any work whatever, three and a half per cent. commission, or about that amount, which, for the two years specified, amounted in the aggregate to about $12,000.

Your committee also find that Mr. Seaman was in the habit of borrowing money from the paper contractors as well as engravers and lithographers, and that large sums still remain unpaid. To one firm there appears to be due $12,282 31, and to an individual member of that firm nearly $8,000. No security was ever taken for these loans, and in most cases no notes whatever were given; and the business partner of the firm loaning this large amount stated to your committee that they had made no demand for the money, did not expect to receive it, and would not have made the loan had it not been for the official position that Mr. Seaman occupied. In other cases notes were given or discounted by the contractors which were afterwards paid or taken up in part or whole by Mr. Seaman.

Your committee have found, in connexion with the paper contracts that Mr. Seaman made, a contract with one party for $7,000 per year, upon the payment of which sum to Mr. Seaman that party was to have a contract for all the paper he could supply. In the following

December the contract for the forty-five pound paper was awarded to that party; but the agreement to pay the $7,000 a year was not carried out, by reason of the refusal of the senior party interested in furnishing the paper finally to execute it, and no further contracts were awarded to that manufactory.

In another instance, a contract was made for fifty-two pound paper, with the express understanding that one cent per pound was to be deducted out of the amount, to be paid for the contract to parties in Washington; but your committee did not find that this amount was to be paid directly to Mr. Seaman, but to one of the parties who had been acting as special agent for the paper contractors. In a final settlement of that account between the contractor and his commission merchant, the contractor refused to allow the amount, $4,391 92, to be deducted from his account, giving as a reason for refusing that he had already discharged the obligations in another way. In this instance the deduction of one cent on ever pound of paper was regularly entered on the books of the commission house "as per contract," and one of the firm distinctly swears that this sum was to be paid to one of these mysterious agents, but that the amount was finally credited to the manufacturer, because he alleged that it had been settled in a different way. Your committee were unable to follow this matter out, owing to the dangerous illness in the family of a witness, who otherwise would have been before them. The contractor himself has since deceased.

Your committee are unanimously of the opinion, from the evidence, that a combination existed for the purpose of compelling the paper contractors, and the lithographers and engravers, to pay in some way, either in the character of loans or commissions, or directly in money, for the contracts awarded to them.

One of the most remarkable features in this case is the fact, that the parties having business relations with the government through the Superintendent's office, whom your committee examined, found it necessary or convenient to employ the same parties.

In many instances these contractors had no previous acquaintance with the agents employed, yet they testify that no special contracts were made for the services; that no regular per centage was agreed upon between them, and that their business relations were conducted in the most careless manner.

The testimony in the case forces your committee to the conclusion that some intimate, confidential relation did exist between Mr. Seaman and the principal parties involved, and that they were not ignorant of the action and interests of each other. It is directly in testimony that one of the paper contractors told Mr. Seaman that he would no longer employ a party who had, up to that time, acted as an agent for the receipt of the paper; and further, it appears that the Superintendent then directed a gentleman who spoke to him in behalf of his brother to send him to Mr. Wendell to talk about the matter. The gentleman's brother was soon afterwards employed by Mr. Wendell to do the work of an agent, at $1,000 per annum.

This person did the work, receiving the paper, and saw that it was regularly delivered to the Superintendent or his clerk. For these

es Mr. Wendell paid him $1,000, while Mr. Wendell was recog-
as the agent, in fact, for which he received large per centages.
is testimony betrays the important facts, that the employment
agent for this duty was a matter of arrangement between the
actor and the Superintendent, and that the agent thus employed
ot perform the little work to be done, but, with the knowledge
onsent of the contractor and of the Superintendent, he employed
er person at a small compensation to do it.
lependent of any criminal interest, this conduct, and the relations
established, were undoubtedly wrong. Mr. Seaman was the
of the government, whose duty it was to inspect, and if neces-
reject the paper furnished, while Mr. Wendell was the public
r, who used the paper, who knew the quality of the article, and
was the only person likely to complain of its quality. The
intendent was a large and constant borrower from the contractors,
hus far lost his independence; while the public printer became
ired agent of the contractors, and positively interested in the
t of their paper, no matter how indifferent its quality.
ır committee find that Mr. Seaman received from the engravers,
graphers, and paper contractors examined during the investiga-
in the way of loans, chiefly, but a portion in money direct, about
ross sum of $30,000.
ır committee find, as heretofore stated, that Mr. Wendell received
the paper contractors about $12,000. The evidence shows that
o received from engravers and lithographers, during Mr. Sea-
superintendency, about $27,000; making the gross sum paid to
as far as ascertained, about $39,000.
addition to these sums, there are two payments unexplained
m of $4,391 92; the one cent a pound which was contracted to
d, and was paid to some one, or arranged in some way; and the
f $1,201, which was deducted from the accounts of Messrs. Rice,
ıll & Co., by Mr. Megargee.
m the facts found, your committee feel constrained to submit
llowing resolutions for the consideration of the House:
olved, That A. G. Seaman, late Superintendent of Public
ng, has been guilty of improper and illegal practices in the
rge of his official duty, and in violation of the provisions of the
proved the 26th day of August, 1852, creating the office of
ntendent, and defining the duties thereof.
olved, That the testimony in this case be certified by the Clerk
House of Representatives, and sent to the district attorney for
istrict of Columbia.

ıal of the select committee appointed by the House of Representa-es of the United States to inquire into the accounts of the late perintendent of Public Printing.

MEMBERS OF THE COMMITTEE:

Mr. GEORGE TAYLOR, of New York.
Mr. WILLIAM E. NIBLACK, of Indiana.
Mr. JOHN COVODE, of Pennsylvania.
Mr. LUCIUS J. GARTRELL, of Georgia.
Mr. J. MORRISON HARRIS, of Maryland.

FRIDAY, *January* 14, 1859.

ıe committee met pursuant to call of the Chairman.

esent, all the members.

ıe following resolution was transmitted from the Clerk of the ıe of Representatives, viz:

"THIRTY-FIFTH CONGRESS, SECOND SESSION.

"CONGRESS OF THE UNITED STATES.

"IN HOUSE OF REPRESENTATIVES,
"*December* 23, 1858.

"On motion of Mr. George Taylor,

Resolved, That a committee of five be appointed to investigate ccounts of the late Superintendent of Public Printing, and that committee be authorized to send for persons and papers, and have to report at any time.

Attest:

"J. C. ALLEN, *Clerk.*

Ordered, That the following named gentlemen compose the above ıittee:

Mr. George Taylor, of New York; Mr. William E. Niblack, of na; Mr. John Covode, of Pennsylvania; Mr. L. J. Gartrell, of gia; and Mr. J. Morrison Harris, of Maryland."

motion, Mr. Harris was instructed to report a resolution to the e of Representatives asking for authority to employ a steno-ıer.

e following resolution was then adopted:

olved, That the Chairman be requested to notify General Bow- Superintendent of Public Printing, to appear before this com- e on next Tuesday morning at 10½ o'clock, to which time this ıittee stands adjourned.

e committee thereupon adjourned until Tuesday morning next.

TUESDAY, *January* 18, 1859.

e committee met pursuant to adjournment. Present, all the ıers.

The following resolution was transmitted from the Clerk of the House of Representatives:

"THIRTY-FIFTH CONGRESS, SECOND SESSION.

"CONGRESS OF THE UNITED STATES.

"IN HOUSE OF REPRESENTATIVES.

"On motion of Mr. J. Morrison Harris,

"*Resolved*, That the select committee appointed to investigate the accounts of the late Superintendent of Public Printing be authorized to employ a stenographer at the rate of compensation paid for reporting by the proprietor of the Globe.

"Attest:

"J. C. ALLEN,
"*Clerk.*"

Ordered, That Theodore F. Andrews be appointed stenographer to report the proceedings of and testimony taken before this committee.

On motion,

Resolved, That the Superintendent of Public Printing be instructed to make an estimate of the amount of printing ordered by Congress and the executive departments since the organization of the office of Superintendent of Public Printing; the amount of paper required to execute said printing; and how the paper account stands as between the public printer and the government; and that he report said information to this committee at the earliest period practicable.

General Bowman, Superintendent of the Public Printing, appeared and was examined by the committee

The committee adopted the following form of oath to be administered to the witness:

You do solemnly and sincerely swear, upon the Holy Evangely of Almighty God, that you will full and true answers make to such questions as may be propounded to you in the matter pending before this committee; and further, that you will disclose and state to this committee all matters in your knowledge touching the accounts and business conduct of the late Superintendent of Public Printing that it may be important for the committee to know.

Adjourned until Thursday next at 10 o'clock a. m.

THURSDAY, *January* 20, 1859.

The committee met pursuant to adjournment. Present, all the members.

On motion of Mr. Harris, the Chairman was instructed to inform the late Superintendent of Public Printing that the committee has organized, and that he (the late Superintendent) is at liberty to attend the sessions of the committee; which was immediately done by letter.

William Towers, clerk in the office of the Superintendent of Public Printing, appeared and was examined as a witness.

The committee adjourned until Saturday next at 10 o'clock a. m.

SATURDAY, *January* 22, 1859.

The committee met pursuant to adjournment. Present, all the members.

William Quail appeared and was examined as a witness.

The committee then adjourned until Monday next at 10 o'clock a. m.

MONDAY, *January* 25, 1859.

The committee met pursuant to adjournment. Present, Messrs. Niblack, Covode, Harris, and Mr. Chairman.

The examination of William Quail was continued.

The committee then adjourned until Wednesday next at 10 o'clock a. m.

WEDNESDAY MORNING, *January* 26, 1859.

The committee met pursuant to adjournment. Present, all the members.

The examination of William Quail was resumed and concluded.

The committee adjourned until this evening at 7 o'clock.

WEDNESDAY EVENING, *January* 26, 1859.

The committee met pursuant to adjournment. Present, Messrs. Niblack, Covode, Harris, and Mr. Chairman.

A. J. Larner and Nathan Darling appeared and were examined as witnesses.

The committee then adjourned until Friday morning.

FRIDAY, *January* 28, 1859.

The committee met pursuant to adjournment. Present, all the members.

John S. Williams appeared and was examined as a witness.

The committee then adjourned until this evening at 7 o'clock.

FRIDAY EVENING, *January* 28, 1859.

The committee met pursuant to adjournment. Present, Messrs. Niblack, Covode, Harris, and Mr. Chairman.

John S. Williams and Wm. Towers were examined as witnesses.

The committee then adjourned until Monday morning next.

MONDAY MORNING, *January* 31, 1859.

The committee met pursuant to adjournment. Present, all the members.

The committee adjourned until Wednesday morning next at 10 o'clock.

WEDNESDAY MORNING, *February* 2, 1859.

The committee met pursuant to adjournment. Present, all the members.

Henry Lawrence was examined as a witness.

The committee then adjourned until this evening at 6 o'clock.

WEDNESDAY EVENING, *February* 2, 1859.

The committee met pursuant to adjournment. Present, Messrs. Niblack, Covode, Harris, and Mr. Chairman.

Richard Major and Nathaniel Orr were examined as witnesses.

The committee then adjourned until to-morrow morning at a quarter before 10 o'clock.

THURSDAY MORNING, *February* 3, 1859.

The committee met pursuant to adjournment. Present, Messrs. Niblack, Harris, and Mr. Chairman.

Richard Major was recalled and examined.

The committee then adjourned to meet to-morrow at 10 o'clock a. m.

FRIDAY MORNING, *February* 4, 1859.

The committee met pursuant to adjournment. Present, all the members.

Richard Major, Thomas S. Wagner, P. S. Duval, and William H. Van Ingen were examined as witnesses.

The committee then adjourned to meet this evening at 6 o'clock.

FRIDAY EVENING, *February* 4, 1859.

The committee met pursuant to adjournment. Present, Messrs. Niblack, Covode, Harris, and the Chairman.

William H. Van Ingen and George D. Jewett were examined as witnesses.

The committee then adjourned until to-morrow morning at 10½ o'clock.

SATURDAY, *February* 5, 1859.

The committee met pursuant to adjournment. Present, all the members.

George D. Jewett and Sylvester J. Megargee were examined as witnesses.

The committee then adjourned until Monday morning at 10 o'clock.

MONDAY, *February* 7, 1859.

The committee met pursuant to adjournment. Present, all the members.

Sylvester J. Megargee being recalled, and refusing to produce certain books—

Resolved, That the Chairman issue a new subpœna *duces tecum* to Sylvester J. Megargee, Irwin N. Megargee, and Patrick Doyle, of Philadelphia, fully and distinctly describing the books desired, whether kept by the said Sylvester J. Megargee or by Megargee Brothers.

The committee then adjourned to meet upon the call of the Chairman.

MONDAY EVENING, *February* 7, 1859.

The committee met upon the call of the Chairman. Present, all the members.

Peter Gorman appeared and was examined as a witness.

The committee adjourned until 10 o'clock to-morrow morning.

TUESDAY, *February* 8, 1859.

The committee met pursuant to adjournment. Present all the members.

William Roberts, Francis M. Harris, George S. Gideon, W. D. Kraft, C. B. Graham, Wm. Pettibone, Thomas Lucas, and Alfred B. Claxton, were examined as witnesses.

Adjourned until to-morrow morning at 10 o'clock.

WEDNESDAY, *February* 9, 1859.

The committee met pursuant to adjournment. Present all the members.

Thomas Sinclair was examined as a witness. Sylvester J. Megargee was recalled and examined.

The committee then adjourned till to-morrow morning at 10 o'clock.

THURSDAY MORNING, *February* 10, 1859.

The committee met pursuant to adjournment. Present, all the members.

Patrick Doyle was examined as a witness. Sylvester J. Megargee was recalled and examined. David Chillas was called and examined as a witness.

Sylvester J. Megargee was recalled and examined.

The committee adjourned till this evening at 7 o'clock.

THURSDAY EVENING, *February* 10, 1859.

The committee met at 7 o'clock. Present, Messrs. Harris, Niblack, and the Chairman.

S. J. Megargee was recalled and examined.

John H. Hall was examined as a witness.

The committee adjourned until to-morrow at 10 o'clock a. m.

FRIDAY MORNING, *February* 11, 1859.

The committee met pursuant to adjournment. Present, all the members.

On motion of Mr. Harris,

Resolved, That Mr. Seaman have permission to examine, in the committee room, the testimony in the case, and that he be requested to put in the hands of the Chairman a list of such witnesses as he considers essential to his defence, together with a statement in writing of the facts he expects to be able to establish by such witnesses.

Mr. Sinclair was recalled and examined as a witness. W. W.

Moore, Fred. Bourquin, Earnest Hoen, and James Ackerman, were severally called and examined.

The committee adjourned until Monday next at 10 o'clock a. m.

MONDAY MORNING, *February* 14, 1859.

The committee met pursuant to adjournment. Present, all the members.

J. C. McGuire, John H. Hall, Columbus Alexander, and Cornelius Wendell, appeared and were examined as witnesses.

The committee adjourned until this evening.

MONDAY EVENING, *February* 14, 1859.

The committee met pursuant to adjournment. Present, Messrs. Niblack, Harris, Covode, and the Chairman.

J. K. Roberts and Selmar Seibert appeared and were examined as witnesses.

John Cassin having been summoned on the eighth instant to appear as a witness before this committee, and having failed to appear in obedience to said summons, on motion of Mr. Niblack,

Resolved, That the Chairman be directed to submit a resolution to the House asking for a warrant for the arrest of said Cassin as a contumacious witness, to be dealt with according to the rules of the House in similar cases.

The committee then adjourned until to-morrow at 12 o'clock m.

TUESDAY MORNING, *February* 15, 1859.

The committee met pursuant to adjournment. Present, Messrs. Covode, Niblack, Harris, and the Chairman.

James S. Fender and Horatio C. Howard appeared and were examined as witnesses.

The committee adjourned until to-morrow at 12 o'clock m.

WEDNESDAY, *February* 16, 1859.

The committee met pursuant to adjournment. Present, Messrs. Niblack, Covode, Harris, and Mr. Chairman.

Horatio C. Howard was recalled, and his examination concluded.

G. W. Eichell and J. W. Arnold were examined as witnesses.

The committee adjourned until to-morrow at 11 o'clock a. m.

THURSDAY, *February* 17, 1859.

The committee met pursuant to adjournment. Present, Messrs. Niblack, Covode, Harris, and Mr. Chairman.

Messrs. George Hill, jr., O. P. Wilkes, John Cassin, and Hon. M. H. Nichols, were examined as witnesses.

The committee adjourned until to-morrow at 11 o'clock a. m.

FRIDAY, *February* 18, 1859.

The committee met pursuant to adjournment. Present, Messrs. Covode, Harris, Niblack, and the Chairman.

Messrs. Jacob Gideon, Wm. E. Imley, George R. Riddle, Columbus Denham, Wm. H. Nalley, Thomas J. Mulloy, George Gordon, Henry W. Gray, Jacob McKinney, and Hon. William H. Kelsey, were examined as witnesses.

The committee adjourned to meet this evening at 7 o'clock.

FRIDAY EVENING, *February* 18, 1859.

The committee met pursuant to adjournment. Present, Messrs. Harris, Covode, Niblack, and the Chairman.

On motion of Mr. Niblack,

"*Ordered*, That a special report be made to the House in the case of P. S. Duval."

Mr. Niblack was requested to prepare and make the report.

The committee adjourned until to-morrow morning at 10 o'clock.

SATURDAY MORNING, *February* 19, 1859.

The committee met pursuant to adjournment. Present, all the members.

No witness appearing, the committee adjourned until Monday next at 10 o'clock a. m.

MONDAY MORNING, *February* 19, 1859.

The committee met pursuant to adjournment. Present, all the members.

C. Wendell and Wm. Quail were recalled and examined. H. V. Butler, Felix McCloskey, and Thomas R. Suter, appeared and were examined.

TUESDAY MORNING, *February* 22, 1859.

The committee met pursuant to adjournment. Present, all the members.

Jacob Loucks and George W. Bowman were examined as witnesses.

The committee adjourned until to-morrow morning at 12 o'clock.

WEDNESDAY, *February* 23, 1859.

The committee met pursuant to adjournment. Present, Messrs. Covode, Harris, Niblack, and the Chairman.

Mark Wilcox, J. Willard Rice, Samuel D. Warren, Henry V. Butler, Wm. B. Shaw, Wm. Quail, Harry Connelly, Wm. Towers, and Edward Towers, were examined as witnesses.

The committee adjourned until to-morrow morning.

THURSDAY, *February* 24, 1859.

The committee met pursuant to adjournment. Present, Messrs. Harris, Covode, Niblack, and Mr. Chairman.

The committee adjourned to meet on Monday next at 10 o'clock a. m.

MONDAY, *February* 28, 1859.

The committee met pursuant to adjournment. Present, all the members.

The committee unanimously directed the Chairman to make the report of the committee, with the resolutions thereunto attached.

The committee then adjourned *sine die*.

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GEORGE W. BOWMAN being called, was sworn, and testified as
:

stion, (by the Chairman.) Mr. Bowman will you state whether
e now the Superintendent of Public Printing?
wer. I am.
stion. Be kind enough to state the organization of your office.
wer. The office is organized in the Capitol building, and con-
a superintendent, four clerks, a messenger, and a laborer. At
t there are but three clerks in the office; I dispensed with the
s of one clerk last summer; I have not filled the desk since.
ief clerk, Mr. William Towers, has charge of making up the
tes called for, and keeps the accounts, generally, between the
nd the United States. The duties of his desk are pretty general
r nature. He is familiar with the duties of all the desks. He
en in the office since its organization. Mr. John S. Williams
arge of the desk of printing, engraving, and lithographing.
William Quail has charge of the receipt and delivery of paper,
ongressional and executive; also, has the supervision of all
locuments ordered to be bound by Congress. I am present at
eipt of each invoice of paper, and examine it as to quality,
, &c., in company with Doctor Quail, who has charge of that

stion. Does that enumeration comprise all the material force of
ffice?
wer. It does.
stion, (by Mr. Gartrell.) What knowledge have you, personally,
statements contained in your annual report made to Congress;
a know, of your own knowledge, that the statements and
tes contained in that document are all correct?
wer. I know them to be correct so far as any department can

to discover. You will, at least, see that they have been very loosely kept, and are hard to understand. I think the examination has been thoroughly made as far as I have gone. The paper accounts between the printers and the government yet remain to be adjusted.

Question, (by the Chairman.) You stated in a conversation a few moments since that a certain entry had been made in the books and erased, and another entry made in red ink. Does the report which has been alluded to refer to that matter at all?

Answer. The erasure seems to have been this: a certificate had been issued to Mr. Megargee for paper, but before the certificate had been paid the Superintendent of Public Printing paid the amount out of moneys received by him for waste leaves. A memorandum to this effect is written below the entry of the certificate erased.

Question. Is not that an item which requires to be investigated, both in justice to the contractor and to the superintendent?

Answer. That is one of the things I spoke of in the report as being unsatisfactory, and which I could not fully understand.

Question, (by Mr. Harris.) Which of your clerks can give information in regard to that item?

Answer. Doctor Quail has charge of the books, and will point out the entry.

Question. Are there not many entries in the books in your office which require a more particular examination than is found in your report?

Answer. I presume there are; a clerk in the office informs me that there is an account of a payment made to a clerk for two or three months' services, who had never been in the office as clerk. I was not apprised of the fact until lately; the confused and unsatisfactory manner in which some of the accounts have been kept can only be ascertained by a personal inspection of the books, which will be shown you by the clerks having them in charge, and to whom I respectfully refer you for detailed information.

THURSDAY, *January* 20, 1859.

WILLIAM TOWERS sworn:

Question, (by the chairman.) What does this book, now before the committee, contain?

Answer. It contains duplicates of all the accounts of the office of Superintendent of Public Printing for the payment of salaries, cartage, labor, stationery, &c.

Question. Are you engaged in the office of Superintendent of Public Printing?

Answer. I am.

Question. How long have you been employed in that office?

Answer. Since the organization of the office in December, 1852.

Question. What particular department have you had in that office?

Answer. I have conducted the correspondence; and being a practical printer, I did, at first, attend to the settlement of the accounts of the office with the public printer for printing. Subsequently, however, that was transferred to another desk, and I now conduct the corres-

ce and keep the accounts of the expenses of the office, make
mates for the Committees on Printing and Engraving, and
ı such other duties as are from time to time devolved upon me.
tion. Were you in the office of the Superintendent of Public
g during the whole period of the superintendency of Mr.
ı?
ver. I was, during the whole period.
tion. Does the book which you now produce contain the accounts
)ffice during the time he was superintendent?
ver. It does.
tion. Will you state how the accounts were kept, and furnish
ımittee with such other information relative thereto as may be
possession?
ver. Separate accounts are kept for each appropriation made
gress, in which all the drafts made upon the Treasury are
l to the United States and all the payments therefrom charged.
rs are taken for all payments, which are forwarded to the
ing officers of the treasury with the returns from the office,
are rendered and settled quarterly.
tion. Do you know of any irregularity in the books of the

ver. I do not, so far as those books come under my own imme-
ıpervision. During the last summer, however, in the endeavor
ıuperintendent to settle the accounts for paper purchased and
ed the printers and binders, my assistance was at times required
Superintendent and the clerk performing this duty, when, after
st thorough scrutiny, it became manifest that these accounts
ot be made to balance in a satisfactory manner.
tion. Do you know of any moneys having been collected or
l from the treasury of the United States on account of clerk
: for material, or for any service of any description in your
hich material or service has not been properly received or per-
in your office?
ver. None for material, I believe. All the material purchased
office, so far as I have any knowledge, has been properly
d. There was an amount of money paid for clerk hire to a
ıan who never performed any service as clerk in the office.
tion. How much?
ver. I will give you the history of the whole affair. I find by
:e to my books that Wm. B. Shaw was paid as a clerk in our
ıe usual salary from the 16th to the 30th of September, 1854,
'e, (half a month's services,) at the rate of $1,500 a year,
ing to $61 14. He was also paid as clerk at the same rate
whole month of October following, making $126 36, when
kship expired. During that year Congress gave to the clerks
office, amongst the other employés in the Capitol, twenty per
:tra compensation; that is, twenty per cent. on their annual
, and it was to be paid *pro rata* for service less than a year. I
ıt under that law, Mr. Shaw's salary having been $187 50, he
l an extra compensation of $37 50, making in all $225. That
nly case as far as I recollect—indeed I am sure it is the only

case in which clerical services were paid for where no service was rendered.

Question. Did Mr. Shaw perform the duties of his office?

Answer. He did not.

Question. Did Mr. Shaw come into the office to receive his pay?

Answer. He did come into the office to sign the pay-roll and receive his check for the money, which, so far as I remember, was the only time he came into the office.

Question. How many clerks have been usually employed in the office of the Superintendent of Public Printing?

Answer. During nearly or quite the whole of Mr. Seaman's period he employed four clerks.

Question. At how much per annum?

Answer. For a while, $1,500 per annum. The salaries of the clerks there have always been made to correspond with the salaries of the clerks in the office of the Clerk of the House of Representatives. During the period when they received $1,500, however, the House voted them an extra compensation of $300 each, which brought it up to $1,800. Afterwards, a new arrangement was made increasing the regular compensation to $1,800, with the understanding that the usual extra compensation should not be received. I believe, however, that an extra compensation of twenty per cent. has since been paid at one session upon the $1,800 salary.

Question. How have Mr. Seaman's travelling expenses been paid?

Answer. For a very considerable length of time, and I think up to the last year he was in office, his travelling expenses were paid by the Secretary of the Senate and the Clerk of the House of Representatives out of their engraving or contingent fund. He thought it was necessary, from time to time, to go to the north and superintend the printing of engravings for books ordered by either House of Congress, such as the Pacific railroad reports, Perry's report, the Coast Survey reports, and many other reports of that character, the illustrations for which were executed in the northern cities. He was directed to exercise a supervision over the printing of these illustrations, to see that they were correctly and properly executed, and he conceived it to be his duty to go on north from time to time to see that the work was being properly done. There was no fund of ours out of which his travelling expenses could be paid, and he made out his bills therefor and sent them to the Secretary of the Senate and the Clerk of the House of Representatives. They were paid out of the engraving fund of the two Houses, or, possibly, out of the contingent fund, up to the last year of his service. Then Congress made an appropriation for his travelling expenses. During that year he received for travelling expenses some hundreds of dollars out of this fund appropriated by Congress. That fund is still appropriated, but has been but very little used by the present Superintendent.

Question. Can you give the committee an account of the amounts paid for travelling expenses during the several years of Mr. Seaman's superintendency?

Answer. I cannot, because no account of it was kept in our office.

accounts for such expenses were made out against the Senate and se of Representatives, and paid there.
uestion. How were these accounts kept during the last year?
nswer. I have the accounts for the last year; I find that on the of December, 1857, (that was immediately before General Bowman received his appointment and entered upon the discharge of his es,) he rendered an account for $507 20 for travelling expenses.
uestion. Where is that account?
nswer. It is on file in the Treasury Department.
uestion. Did you keep a duplicate?
nswer. I did not. And then again on the 21st of May, 1857, he ered an account for travelling expenses of $968. On the 21st of , 1857, he paid himself that amount out of the fund. On the of December he paid himself $507 20. I think those were the two accounts for travelling expenses which were paid out of our . All the rest were paid by the Secretary of the Senate and by Clerk of the House of Representatives.
uestion. Do you know whether he rendered any account to the etary of the Senate and Clerk of the House of Representatives for elling expenses during that year?
nswer. I think he did not; I think after we got an appropriation ravelling expenses he rendered no further account to the Secretary e Senate and Clerk of the House of Representatives.
uestion. When the payment was made to Mr. Shaw was there any on assigned for the non-performance of his duties as clerk?
nswer. Mr. Seaman gave a reason for appointing him, while he not expect him to discharge any clerical duties.
uestion. State what that reason was?
nswer. Mr. Seaman introduced the subject by asking me if I knew Shaw. I told him I did. He told me that I was aware that Mr. w was in very bad health, and that his eyes were so sore that he d scarcely see. He then said that his friends, as well as the friends r. Shaw, had induced him to put Mr. Shaw upon our pay-roll, as e was a vacancy there. He said Mr. Shaw was very poor, and unable to do any work on account of his eyes; that under those umstances he had consented to do so, and that he was not to per- any clerical services in the office, but that all the work of the e was to be performed by us who were there. He said the act was of charity to appoint him as a clerk in the office, while he was to orm no clerical duties. He remained in the office a month and a

uestion. How was the pay-roll made up?
nswer. It was made up every month.
uestion. Was it certified or sworn to?
nswer. It was certified as correct by the Superintendent.
uestion. Does this cover all the knowledge in your possession h you think, under your oath, necessary to give to this com- ee?
nswer. I cannot call to mind anything else.
uestion. Are you in possession of any knowledge, or of any facts, h it would be important for this committee to know in order to

investigate more thoroughly and fully the accounts and the official conduct of Mr. Seaman, with regard to the purchase and receipt of paper, the contracts for engraving and lithographing, and other duties performed in the Superintendent's office during his superintendency?

Answer. I do not know of any facts which it would be important for this committee to know, so far as my recollection bears me out. In regard to the purchase of paper I know but little, scarcely more than I have learned from conversation with the clerks in the office. With the exception of writing paper, I have had nothing to do with orders for or receipts of paper. That duty was assigned to another clerk in the office.

Question. To what clerk?

Answer. If I mistake not, under Mr. Seaman's superintendency, Mr. Nathan Darling, afterwards doorkeeper of the House of Representatives, had charge of that business. After him, Mr. Jewett, and after him Dr. Quail, now clerk in the office, had charge of that matter. Mr. Seaman managed the business of engraving himself, under the direction of the committees of the two Houses having charge of the matter. The law specifically directs that that work shall be executed by the Superintendent of the Public Printing, under the direction of certain specified committees. The custom was to advertise for the work. If it was of sufficient magnitude to make it desirable, it was generally advertised for. The proposals were opened by the committees of Congress having charge of the matter, and the contracts were awarded by them. Then Mr. Seaman would take bonds for the execution of the work and have it executed.

Question. Do you know of any instance in which Mr. Seaman withdrew the bids for engraving or lithographing after they had been submitted to the engraving committees or committee?

Answer. I know of no such instances, and never heard of any such, though it might very well have been done without my knowledge. Mr. Seaman attended to that matter himself. He assumed that as his portion of the labor of the office, besides taking a general supervision of the whole business.

Question. How has the engraving for the mechanical part of the Patent Office report generally been done?

Answer. I think, in 1855, it was advertised for, and the bids were received and opened by the committees of Congress, as required by law, and the contract awarded by them. The following year the work was not advertised for. My understanding of the matter is that the proper committees of Congress gave out the work to certain persons to execute at prices somewhat lower than those of a preceding year. Having once advertised for the execution of the work, they thereby established what they considered a proper price for it, and ordered the work to be given out to various engravers at that price.

For the third year it was not advertised for. Mr. Seaman, I understand, gave it out at a somewhat lower price still, to such persons as he thought proper. Some two or three engravers went to work upon it. There was a great deal of dissatisfaction expressed in regard to his conduct, which came to the ears of the proper committees of Con-

gress. Those committees instituted an investigation of the matter and it ended by their receiving the work and paying for it.

Question. Have any other contracts for engraving been made, to your knowledge, without the usual advertisement?

Answer. Yes, sir. We frequently make small contracts without advertising. Last winter we made several small contracts for engraving. I think there were three or four such. I have no doubt contracts were made during Mr. Seaman's superintendency without advertisement. We sometimes have small jobs of engraving for which the cost of advertising would amount to more than the work itself. It has been the custom of the office to do this without advertising. I have no doubt there were some such cases under Mr Seaman's superintendency. My knowledge, however, of all this engraving business is quite limited.

Question. Do you know any instances in which large contracts for engraving have been made without advertising?

Answer. None except that I have spoken of, in reference to the mechanical part of the Patent Office report.

Question. Do you know how the contracts for the engravings and illustrations of the Pacific railroad reports were made?

Answer. I know that matter was all before the proper committees of the two Houses of Congress, and they adopted some general plan and gave Mr. Seaman some general instructions in regard to the matter, but what they were specifically I know not, nor do I know how far they were carried out. That is a matter of record.

Question. Do you know whether there was any advertisement for proposals to do that particular work?

Answer. I know there were advertisements, but whether they included the whole or only a part I cannot say.

Question. Do you know whether the engraving committees at any time, or any member of those committees, went to New York to execute the contract himself, together with Mr. Seaman, for that particular work?

Answer. I never heard of any such instance.

Question, (by Mr. Covode.) Do you know whether Mr. Shaw rendered any kind of service not office service at the time he received pay?

Answer. I think he was out of employment. That was the representation to me. He performed no service connected with our office.

Question. Do you know whether he rendered any service, whether in your office or elsewhere, for which he received this compensation?

Answer. I do not think he did.

Question. Where is Mr. Shaw now?

Answer. I think he is in Washington.

Question. What is his employment?

Answer. I do not know. I have heard that he is a correspondent for the New York Herald at the present time.

Question, (by Mr. Harris.) What period of time did you say Mr. Shaw's compensation embraced?

Answer. The last half of September and the whole of October,

1854, at the rate of $1,500 a year, amounting to $187 50, with twenty per cent. thereon as extra compensation.

Question. Did you see Mr. Shaw when he came to the office to draw this money?

Answer. I think he came to the office and signed the pay-roll. If he did, he signed the pay-roll in my presence, and I gave him a check for the money.

Question. What is the heading of your pay-roll?

Answer. There is an account current which reads thus:

"The United States in account current with A. G. Seaman, Superintendent of Public Printing, for disbursements made by him during the month of October, 1854, out of the appropriation for the compensation of the Superintendent of the Public Printing and the clerks and messenger in his office, contained in the act making appropriations for the civil and diplomatic expenses of the government, for the year ending June 30, 1856, approved March 3, 1855."

The debit side of the account contains a statement of the amount of salaries paid, and the credit side the drafts received from the treasury, reference being made to accompanying abstracts showing the amount received by each person, and his receipt therefor.

Question. (by Mr. Harris.) I desire to know whether there is any certificate appended to each one of those pay-rolls.

Answer. Here in the book is the abstract referred to, containing the names of the clerks, their office, the rate of their compensation, and the amount paid for their services, with a receipt attached thus:

"We, whose names are hereunto subscribed, acknowledge to have received of A. G. Seaman, Superintendent of the Public Printing, the sums opposite our names, in full of our salaries, respectively, for the month of October, 1854."

This receipt is signed by each person employed in the office as he receives his pay.

Question. What is the form of the certificate?

Answer. It is as follows:

"OFFICE SUPERINTENDENT PUBLIC PRINTING,
"*Washington, October* 31, 1854.
"A. G. SEAMAN,
"*Superintendent.*"

Question. And that form prevails on all the pay-rolls?

Answer. It does.

Question, (by the Chairman.) Is there any further certificate than that attached to the pay-roll upon which the account is settled at the Treasury Department?

Answer. None.

Question, (by Mr. Covode.) Did you, of your own knowledge know that Mr. Shaw was an invalid?

Answer. I knew, of my own knowledge, that his eyes were very sore. That was all I knew of his personal health.

ver. Since the 25th of January last.

tion. What particular department have you under your

ver. For the first six months, and up to the 19th of July last, harge of all the books ordered to be bound by Congress. My s was to receive them, to see that they were properly bound, deliver them to the officers appointed by law to receive them.

tion. Have you been engaged in examining the books of the perintendent of Public Printing?

ver. Yes, sir. By the order of the present Superintendent of Printing it became necessary to examine the books in order to ny kind of settlement.

tion. Be kind enough to state what you know in reference to ounts and books of that office.

ver. Since the 19th of July the present Superintendent of Printing added to my desk the duty of receiving all paper ed by contract to the government, as well as the delivery of ie to the public printer, and to the binders. The books before the books in which the accounts connected with this branch of iness of the office have been kept since its organization. I reat irregularities in the manner in which those accounts were id great confusion.

tion. What were those irregularities, and in what do they

ver. Any person who will examine those accounts will find ie face of them a great deal of confusion, and memoranda in mark, and in some instances duplicate entries of the same nts, which would lead to great confusion; for instance, there ntry of the Coast Survey Report ordered by the Senate in 1852, nd by S. De Camp, 10,000 copies; 5,000 for the Senate, and or the Coast Survey Office. In connexion with this entry is owing in pencil mark: "On this, $75 was returned for waste urnished by the office, the balance retained by Mr. De Camp for

there in the form in which I have stated. There is no other charge or entry of that $75, nor any credit, that I can find.

Question, (by Mr. Harris.) Who is "G. E. A.?"

Answer. I understand he was a clerk then in the office of the Superintendent of Public Printing, but now dead: George E. Abbott.

Question. What book have you been reading from?

Answer. It is the book recording the return and delivery of bound documents.

Question, (by Mr. Covode.) What is the irregularity in the account to which you have referred? Does not the account balance?

Answer. I referred to that item merely to show the manner in which the accounts were kept, that the committee might judge whether that is a proper mode of keeping accounts. The account of this document, bound and returned, balances. In regard to duplicate entries of the same work, the first entry is headed "Pacific Railroad Survey," 10,000 copies ordered to be bound in several volumes, credited to J. W. Arnold, binder. The first entry is September 28, 1855, 2,200 volumes. The second entry is October 13, 1855, 3,105 volumes; October 27, 1855, 3,265 volumes; January 23, 1856, 719 volumes; February 19, 400 volumes; April 12, 279 volumes; making in all 9,968 volumes. That account runs short, and that is not an uncommon thing through the book. It is short 32 volumes.

Question, (by Mr. Harris.) Is that so many volumes or so many sets short?

Answer. It is volume first.

Question. (by the Chairman.) You say it is not uncommon?

Answer. It is not uncommon. I present this case with a view of showing another entry. In another part of the book is another entry of the work.

Question, (by Mr. Harris.) What do the two entries show?

Answer. They show that one or the other of the entries is not correct—that is, so far as the delivery is concerned. The heading is the same.

Question. What is the discrepancy?

Answer. It is in the detail of deliveries. In this second entry there are seventeen deliveries recorded, while in the first entry there were only six deliveries.

Question. What became of the books which that discrepancy shows?

Answer. I do not know. It is not uncommon for the binders to run short from various causes, such as damages to books, &c.

Question. (by Mr. Covode.) I discover one thing in this account. The first delivery in the first account is 2,200 volumes. I have footed up the first seven deliveries in the second entry, and it makes the same amount of 2,200 volumes, so that they agree. The total accounts are 32 volumes short in both entries. The first seven entries in the one case make the same as the first entry in the other.

Question (by the Chairman.) What was the object of keeping two separate accounts in the same book, one in one place and the other in another.

Answer. I cannot imagine the object.

Question. Are there any vouchers for the delivery of those books to the proper officers?

Answer. No, sir. This is the only record showing delivery to the folding room. The accounts of the superintendent of the folding room should correspond with this.

Question. What memoranda is there that those books have been delivered to the proper officers of the House and Senate?

Answer. This is the memoranda itself.

Question. Are there no further or other vouchers in the department?

Answer. The way that business has been done for some time is this: when a load of books comes for the folding room we go and count them, and the folding room receives them, and they are entered upon these books in this way.

Question. Does the Superintendent take no vouchers from the folding room?

Answer. None.

Question, (by Mr. Harris.) By what sort of vouchers does the Superintendent settle with the public printer?

Answer. There never has, to my knowledge, been any settlement with the public printer, unless one was made with Robert Armstrong.

Question, (by the Chairman.) Are the accounts of the public printer made up in the office of the Superintendent of Public Printing?

Answer. Yes, sir.

Question. And the certificates signed by the public printer?

Answer. Yes, sir. When you asked me the question whether the accounts of the public printer were made up in the office of the Superintendent of Public Printing, and in reference to a settlement of accounts with the public printer, I had in my mind only that branch of the accounts which belong to my desk. I state that there has been no settlement, except in the case I mentioned, of the accounts for paper. The accounts for other matters belong to another desk.

Question, (by Mr. Harris.) Is there any receipt taken by the Superintendent of Public Printing from the public printer for the amount of paper furnished to him?

Answer. There is.

Question, (by Mr. Covode.) You state that of the first volume of the Pacific Railroad Report, 10,000 copies were ordered, and but 9,968 delivered from the binder. I want to know if the government was charged for this deficiency of 32 copies.

Answer. The binder was only paid for the number delivered.

Question. Has Mr. Seaman charged the government with the same numbers?

Answer. Yes, sir; the certificate issued is for the same numbers.

Question. Then what fact does the investigation of that account show?

Answer. It only shows the want of system in which the books were kept.

Question, (by Mr. Harris.) Is there anything in these memoranda made in pencil showing any improper conduct upon the part of Mr. Seaman or enuring in any way corruptly to his benefit?

Answer. I do not imagine there is.

Question. Then it simply shows the loose way in which his books were kept?

Answer. Yes, sir.

Question, (by the Chairman.) You state that so far as you have examined the books they only show an irregular and improper mode of keeping them?

Answer. That is all.

Question. Is it possible to tell from the books, kept as they have been, whether any one has derived advantage from the irregular manner in which they have been kept?

Answer. No, sir.

Question, (by Mr. Covode.) What explanation can you give of this $75 then?

Answer. I do not know of any explanation. In the case of the Coast Survey Report of 1854, 10,000 of which Congress ordered, 5,000 for the Coast Survey Office; the binding of these was done by J. W. Arnold; the items are also entered in duplicate, the same as in the case of the first volume of the Pacific Railroad Report.

Question, (by Mr. Harris.) Is that the usual form for keeping these accounts?

Answer. No, sir; the practice has been changed in the office. The first entry I find here is for 10,088 volumes, the whole number ordered was 10,000; the second entry contains the delivery of the books, in detail; the heading is "Coast Survey Report, 10,000 copies, 5,000 for Coast Survey Office." The first entry under this head is November 17, 2,600 volumes. The duplicate entry of the same date shows 2,600 volumes delivered, for which a certificate was issued. The second delivery under the first entry was on the 30th of November, of 2,500 volumes. There appears on the second entry to have been a certificate issued for 2,500 volumes, though the detailed statements of delivery show that only 480 volumes had been delivered at that time. There appears to have been certificates issued in all for 10,088 volumes, though the second entry shows the delivery of only 9,788 volumes.

Question. What is the amount of the discrepancy?

Answer. Just 300 volumes. When I discovered this fact, in order to see further into the matter, I examined the entries on the books of the superintendent of the House folding room, with reference to Coast Survey Report of 1854, and found that they corresponded with the detailed entries of deliveries in the books in our office.

Question. Did the books correspond in respect to the aggregate number certified for in the office of the Superintendent of Public Printing?

Answer. No, sir.

Question. What was the discrepancy; what was the difference between the statements in detail and in the aggregate?

Answer. Three hundred volumes.

Question. Then, according to these entries, there have been certificates issued for 300 volumes more than the detailed statement shows to have been delivered?

Answer. Yes, sir.

Question, (by Mr. Covode.) Have you any continuation of this account which might show that these books were delivered afterwards?

Answer. No, sir.

)n, (by Mr. Harris.) Who signed these certificates?
r. Mr. Seaman.
)n. Who made these entries of delivery?
r. I do not know.
)n. How are they headed?
r. "Coast Survey, 10,000 copies, 5,000 for Coast Survey

)n. Do I understand you to testify that that entry discloses that there were delivered, in detail, 9,788 volumes of this vey Report, and that upon the margin of it are Mr. Seaman's s, or the substance of certificates, which indicate the delivery olumes more than, according to that book, were actually by the binder?
r. Yes, sir.
)n, (by the Chairman.) Do we understand you to say that nts in the folding room correspond with the detailed state- he delivery of 9,788 volumes?
r. No, sir; the folding room was entitled to receive 5,000 ıd received but 4,788, being short 212; the Coast Survey eived their 5,000; the government having paid for 10,088, ight more than were ordered to be printed and bound,) that 300 volumes were paid for which were not received.
)n, (by Mr. Gartrell.) What period of time does the delivery ooks cover?
r. From November 7, 1855, to February 19, 1856. That the delivery of the Coast Survey orders, as well as those for ng room
on, (by Mr. Harris.) Was the government charged with the ,088 copies, or only the number which the books show to have ıally delivered?
r. The government paid the full amount of the certificates the binders, calling for 10,088 volumes.
on. Then the government paid for 300 volumes of this report ere never delivered?
r. According to these books.
on, (by the Chairman.) What was the amount paid per vol- binding these reports?
r. Fifty cents.
on. Do you know what was the value of these books per

r. I do not.
on, (by Mr. Gartrell.) Cannot you state in general terms?
r. I could not.
on, (by Mr. Harris.) Was the book worth $5 per volume?
r. I have no judgment about it.
on. Can you ascertain, and inform the committee on some asion?
r. I can.
on. I want to know whether these memoranda in pencil were ıt to the business of the office, and were such as should have de in the form of regular entries?

Answer. I think they were important, and should have been made in the form of regular entries.

Question. If these memoranda in pencil had been rubbed out, would there have been anything to show the business of the office which they disclose?

Answer. I have another instance before me where there would not be.

Question. How is it as a general thing?

Answer. I think as a general thing there would. This is the first time my attention has been called to this feature of the case; I have before me the entries under the head of "33d Congress, 1st session. Account of documents bound and settled for by the House binder." It goes on with several items; then, under the head of part 3d, President's message, is an entry in pencil marks, "May 13, settled for 13,605 copies, with waste leaves; part one, 6,395 were settled for in former bill; settled for waste leaves for 20,000, part two, and 20,000 part three; whole amount, $402 02."

Question. That is a memorandum made in pencil?

Answer. Yes, sir.

Question, (by Mr. Covode.) I want to ask you another question in relation to this deficiency of 300 volumes. Have you any knowledge of their being printed, or whether they were paid for by the government without being printed at all?

Answer. I don't know; there is an entry in duplicate of part 2d of Gillis' Report.

Question. Is there any discrepancy in the two entries?

Answer. The first entry seems to be incomplete; it is for 3,157 volumes; the second entry is for 5,986 copies.

Question, (by the Chairman.) How many were paid for according to the memorandum of certificates?

Answer. There appears to have been certificates issued for 5,987 copies; the discrepancy might very easily occur; it leaves fourteen copies short of the 6,000 ordered; but there is nothing unusual in that.

Question, (by Mr. Harris.) Are those the only works that that book refers to?

Answer. No, sir; this book contains a record of other works ordered to be bound by Congress; that is, the extra copies.

Question, (by the Chairman.) Is the account of the Japan Expedition there?

Answer. Yes, sir.

Question. Have you examined that book in relation to all the works which were published under the charge of Superintendent Seaman to see whether any error existed in reference to them?

Answer. I do not recollect whether there were any errors or not. Those I have pointed out appear to be the most prominent, and my attention was more particularly directed to them from the fact that the entries were in duplicate.

Question, (by Mr. Covode.) Have you gone through all those accounts?

Answer. I have gone through the whole of them for the purpose of ascertaining the amount of paper required for waste leaves, in order that I might settle the paper account.

ion, (by Mr. Harris.) That was the matter to which you par-
r directed your attention?
er. Yes, sir.
ion. And you called the committee's attention to these cases
e fact that there were duplicate entries?
er. Yes, sir.
ion. Then you are not able to say how the account stands be-
he binders and the government in regard to any other docu-
hich were under your supervision?
er. No, sir; not satisfactorily.
tion by the Chairman.) We wish you o examine the book or
e binders of each of the books printed, the number ordered, the
of copies delivered by the Superintendent, the number for
ertificates were given, and also the cost of each of the volumes.
ept with the binders, and ascertain the number of copies received
ion, (by the Chairman.) Is there any memorandum made in
ok in relation to the report of the special committee for investi-
f the troubles in Kansas?
er. There is.
ion. State how many copies of that report were ordered to
ed, how many were delivered, and how many were bound.
er. There were 20,000 extra copies ordered, and the entry
hat 20,000 were bound.
ion. Then all the extra copies were bound?
er. It would so appear.
ion. Were certificates given for that binding?
er. Certificates were given for that number.
ion. Does the account show that any numbers of that report
t bound?
er. No, sir.
ion. Does it appear from that account that the whole number
report was delivered to the folding room?
er. Yes, sir.
ion. State the condition of those accounts, and generally what
hibit.
er. They are generally in a confused condition.
tion, (by the Chairman.) Before you commence your answer to
estion, have the kindness to explain to the committee what is
by waste leaves in the paper account.
er. Waste leaves, or, as they are sometimes called, fly-leaves,
nk leaves in the beginning and back part of the book. Origi-
he binders furnished the paper for the waste leaves them-
and received from one-half to three-fourths of a cent per volume
vo, and from a cent to a cent and a half per volume quarto, (I
from the period this office took charge of the matter the latter
as the rule,) which was paid on certificate of the Superintendent
ic Printing by the Clerk of the House and the Secretary of the

Complaint was made, I believe, so far as I have learned the
of the matter, that the paper furnished by the binders was
in quality to that in the body of the book. The Superin-

tendent of Public Printing then sold the paper required for waste leaves to the different binders.

Question, (by Mr. Niblack.) In other words, he furnished it himself?

Answer. He furnished it, but the binders still continued to receive pay from the Secretary of the Senate and the Clerk of the House of Representatives, and from time to time would make payments for paper to the Superintendent.

Question, (by the Chairman.) Will you now take up the several items of account for waste paper, and examine them separately?

Answer. The first entry I find is headed "Waste leaves for all documents delivered, settled for until April 1, $735." That is, on the Senate binding. Shall I furnish the list of documents?

The Chairman: No; give us the results.

Witness. I have here a memorandum of the results of the accounts I have looked over this morning. In the book which contains the accounts for paper in reams, and dollars and cents, delivered to the binders up to April 1, 1856, there appears to be marked paid by the binders $7,022 04. That is from December 23, 1853, to April 1, 1856, and that is all that appears to have been paid up to April 1, 1856; but the book shows the quantity of paper delivered to amount to $12,088 42. That is in the book where the charges for paper delivered to the binder is kept. Then, by turning to the book where the documents bound are recorded, I find entries headed "Waste leaves for all documents delivered settled," in which the aggregate amount as having been paid by the binders is $4,456 56; making in all $11,472 60, which the books show to have been paid.

Question, (by Mr. Harris.) Is the discrepancy of six hundred and odd dollars accounted for?

Answer. No, sir; there is nothing appearing on the books to account for it. But I am coming to what appears on the books on their face, and that is all I know about it.

Question, (by the Chairman.) Will you state whether you have discovered, in your investigations, accounts due from binders which have not been paid, but which have been claimed to have been paid?

Answer. Yes, sir. In a book kept by the paper clerk, in which accounts of the certificates issued for paper for payment at the treasury were kept, I discovered this record: "The United States with Sylvester Megargee—April 14, 1856. For 1,668 reams of printing paper, 24 by 38 inches, 45 lbs., at $6 04$\frac{11}{16}$ the ream; making $10,086 18." Then, in red ink, I find: "For 56 reams printing paper, 24 by 38 inches, 45 lbs., at $6 04$\frac{11}{16}$, $338 63;" making 1,724 reams and $10,424 81. Then follows this account of certificate issued: "April 14, 1856. Out of the appropriation for paper required for printing, 1st session, 34th Congress." That is erased by red ink. Then, in red ink, I find this following: "Payment for the above amount, $10,424 81, for 1,724 reams, 45 lbs. paper, was made by A. G. Seaman out of the fund for waste leaves. The above number of reams, 1,724, for the quantity used by the binders up to the 1st of April, 1856. Washington, April 15, 1856." Seeing that entry of 1,724 reams, as the amount the binders had received for waste leaves, on further investigation, I found

unt received by the binders up to April 1, 1856, of 45 lb.
as 1,804½ reams. That led me to investigate into the amount
charged to the binders which showed no credit, and I found,
hn Tretler had received March 10, 1856, two reams, 56 lb.
16 80. I made out his bill and sent it to him, and he came
l it. I might state, at this stage of the investigation, that I
aware that the binders had been receiving pay from the Sec-
f the Senate and Clerk of the House of Representatives. It
gested that binders had been receiving paper at the same time
l been receiving pay for the same paper also from the govern-

ext item I found not marked paid was $1,168 24, for a quan-
rty-five pound paper, delivered previous to April, 1856. It was
l to Mr. Arnold. Meeting Mr. Arnold in Philadelphia, I spoke
n reference to this account. He said he had paid for all paper
eceived. That was previous to my knowledge of his having
pay from the House and the Senate. A week or two after
rn home, not feeling satisfied about the matter, in accordance
instructions of the superintendent, Mr. Bowman, I made out
or that amount of paper and sent it to him. He called in
w days, and stated to the superintendent and myself that the
was correct so far as the receiving the paper was concerned,
t he would pay it. He gave his note for it, August 31, at
s, for $1,168 24, protesting, at the same time, that he had
by way of a loan, to Mr. Seaman; that it was the under-
between him and Mr. Seaman that the matter should be
that way.
ion, (by Mr. Covode.) Did he state the amount of money he
Mr. Seaman?
r. It was more than the bill referred to.
ion, (by the Chairman.) Was there anything else said by Mr.
about that account which it is important for the committee
?
r. I do not recollect anything.
on, (by Mr. Gartrell.) Are you distinct in your recollection
Arnold stated that this account was to be paid, or that it was
od between him and Mr. Seaman that it was to be paid, by
?
r. Yes, sir, it was so stated to me before others in the office.
unt of Mr. Arnold on the book stands in this way: a mark
k is drawn obliquely across the record.
on, (by the Chairman.) What does that usually indicate in
ping?
r. Usually it indicates some kind of a settlement. Then
a mark-index, "see page 27."
on, (by Mr. Harris.) That account showed him to be indebted
4?
r. I supposed so after having understood more about the
The index says "see page 27." On turning to page 27 you
ning referring to that account. It is not carried forward.

Question, (by Mr. Gartrell.) Was the line drawn obliquely across the account drawn before you made this credit?

Answer. Yes, sir.

Question, (by Mr. Covode.) It had the appearance of a closed and settled account?

Answer. Yes, sir.

Question. Who made the mark?

Answer. A former clerk in the office, Mr. Jewett.

MONDAY, *January* 24, 1859.

Dr. WILLIAM QUAIL recalled.

Witness. I wish to make an explanation to the commitee in reference to a matter on which I was examined Saturday.

I find by reference to the book wherein the binders are charged with paper that there was actually paid from December, 1853, to the first of April, 1856, for paper, by the binders, $6,787 50. I stated Saturday that it was $7,022 04. In that I was mistaken.

There was an account on the books standing open against Mr. McGuire, for which he afterwards produced receipts. The receipts produced were for the additional amount of $2,796 95. $1,013 25 of that amount appears to have been paid, however, on the 30th of April. Mr. McGuire explained to me what that amount was.

Question, (by the Chairman.) Is any portion of that amount for which Mr. McGuire produced receipts credited upon that book?

Answer. Yes, sir, upon this book, in which are kept the accounts of paper furnished to the binders. On a blank sheet there appears a memorandum in red ink as a credit under the date of April 30, 1856, by cash $1,013 25. That blank sheet is opposite his account. Then on the 13th of May, 1856, and October 14, 1857, Mrs. Sergeant is credited with $122 12. That $6,787 50, the $2,796 95 of McGuire, and the $122 12 of Mrs. Sergeant's makes an aggregate of $9,706 57 which appears to have been paid to Mr. Seaman by the binders. Then by turning to the book wherein is recorded the documents bound and delivered to the superintendent, is to be found the entries for waste leaves as appears upon the face of the books. I ask the committee to look at the books themselves. Here is a record of the books received from the binders, showing the number of volumes and the amount for binding. And here is an account for waste leaves for 15,000 copies, settled August 3, 1856, of $112. The superintendent gave certificates for that amount for binding, and also, I believe, gave his certificate for waste leaves, for which the binders received pay from the Clerk of the House of Representatives and the Secretary of the Senate. But it does not appear upon the face of the entry that that has been paid back to the superintendent, though the probability is that it was; but then you cannot say upon the face of the account that it was. The books do not show it, although from some records in the books it would seem that it was. There is another entry for waste leaves to Mr. McGuire, which appears to be settled by checks; but the books don't show whether that was paid to McGuire or whether McGuire paid Mr. Seaman. I say the accounts are all confused, and you

not tell from the books anything satisfactorily about the transac-
ıs.

)uestion, (by the Chairman.) I understood you, yesterday, to say that
books show that from December 23, 1853, to April 1, 1856, there
paper delivered for waste leaves to the amount of $12,189 39. Is
t all that appears on the books as charged for waste leaves for the
ate and House binding?

Answer. That is all the paper charged in the book wherein the
)unt of paper delivered to the binders appears, but the number of
uments bound during that period required much more paper for
ıte leaves, for which the binders were of course paid.

)uestion. We want to know, as nearly as possible, how much paper
given out to the binders for waste leaves up to the first of April,
6, and at what prices it was charged to them.

Answer. There was delivered and charged to the binders during
t period, 699½ reams of 45 pound paper, at $6 10, and 1,105 reams,
$6 16½; of 52 pound paper, 63½ reams, at $7 28, and 54 reams, at
32; of 56 pound paper, 24 reams, at $8 40, making 1,946 reams
ıll, at $12,189 39.

)uestion. Why not include the waste leaves charged during the
re term of Mr. Seaman's superintendency?

nswer. Because soon after the 1st of April, 1856, a change was
le in reference to the matter of waste leaves. After that time
er alone was furnished the binders, and there were no money trans-
ons about it.

uestion. That matter of furnishing waste leaves was not embraced
he contract of the binders?

nswer. Yes, sir; for they were allowed pay for waste leaves fur-
ed by themselves before, but now the paper for the waste leaves
rnished to the binders.

uestion, (by Mr. Harris) I understand you to say that from
ember 23, 1853, to April 1, 1856, there is marked as paid by the
lers for waste leaves, $6,787 50?

nswer. Yes, as appears upon the books in which the binders are
ged with paper, but that has nothing to do with the book showing
return of documents.

uestion. And you say that within that time the books show a
very of paper to the binders to the amount of $12,189 39. Now be-
n the gross amount you give as paid by the binders within that time,
ıding the account of McGuire, which amount in the aggregate to
06 57 and this amount of $12,189 39 there is a difference of
83. How is that difference explained? In other words, the
lers would seem to owe the office that difference, and if so, has it
paid, to whom, and to whom credited?

nswer. When I took charge of the books, seeing the entry of 1,724
ns, as being amount of paper received by the binders up to April
856, I supposed the account had all been settled. Mr. Jewett
had charge of the desk, told me, in a conversation we had after
return from the north, that he thought these binders owed more
ıey, but that he was not certain and could dot tell, exactly, any-
ıg about it as Mr. Seaman attended to the matter himself. I then

sent to each of the binders, whose account seemed unsettled, their bills. The first was to Mr. Tretler, for $16 80, which he called and paid. I stated before that in conversation with Mr. Arnold, in Philadelphia, I mentioned to him that his account of $1,168 24 seemed to be unsettled, and I sent him a bill for that amount, notwithstanding the fact that he had asserted it had been settled.

Question, (by the Chairman.) The general condition of the books led you at first to suppose that the account had been settled?

Answer. Yes, sir. He called, however, as I stated, and settled for the whole amount. Then, again, in the case of Jos. R. Williams; I presented a bill for $412,50, which he called and paid.

Question, (by Mr. Harris.) Did the appearance of the books indicate that his account was settled or unsettled?

Answer. It had the general appearance of a settled account; there were double lines drawn with red ink under it, as in the other case, with a reference below of the account having been carried forward, when it was not carried forward.

Question. Then do I understand you to say that account against Jos. R. Williams stood on the books as $728 05, and that double lines were drawn under it as if to show that it was a settled account?

Answer. That would seem to be the inference.

Question. Is that the usual method of book-keepers to show that an account has been closed?

Answer. Yes, sir; or otherwise carried forward.

Question. Is that $728 05, or any portion, credited to him on the books?

Answer. No, sir. For a portion of that $728 05, Mr. Williams is entitled to credit on the paper account for waste leaves, he not having received pay therefor from the Secretary of the Senate and the Clerk of the House of Representatives.

Question. What proportion?

Answer. $412 50 is what, according to that account, he would and did owe the government when under the new arrangement of May 13, 1856, he was entitled to $315 55, or rather its equivalent in paper.

Question. I understand that this account was underlined in red ink, and marked as if carried forward?

Answer. If you will allow me, I will explain the whole matter. You already understand that previous to May 13, 1856, the binders received paper from the government, and at the same time received pay from the Clerk of the House and the Secretary of the Senate; that was considered a complicated way of doing business, and the Committee on Printing on the 13th of May, 1856, ordered that that system of doing business should cease, and that paper should be furnished by the government to the binders for binding the public documents. Now, then, I discovered that Mr. Williams had received $412 50 worth of paper which he had received pay for, and had not paid it to the superintendent; the balance of paper charged to him, amounting to $315 55, he was entitled to by reason of the number of documents he had bound after the new system went into operation in May, 1856.

Question, (by the Chairman.) In that account of Mr. Williams is there any credit given to him for money received by Mr. Seaman?

Answer. No, sir; and I am satisfied that Mr. Seaman did not receive any from him.

Question, (by Mr. Niblack.) Will a reference to the books of the Treasury Department where those accounts of Mr. Seaman were paid, facilitate an understanding of the accounts?

Answer. I think not, so far as this matter of waste leaves is concerned. The amount paid by Mr. Seaman for paper purchased by the government by him, will appear on those books. I have examined them.

Question. Does the paper account square with the amount of certificates he gave?

Answer. Yes, sir.

Question. And the same as to the binding?

Answer. I have not examined that.

Question, (by Mr. Harris.) I understand that the account of J. R. Williams appears to have been closed upon the books with Mr. Seaman; no money appears to have been paid by Mr. Williams to Mr. Seaman; nor does any appear to be due. Is that what the account shows?

Answer. It might be a matter of difference of opinion as to whether the mark of red ink across the account would be considered as indicating that the account was settled.

Question. Is not that the ordinary and usual mode of indicating the closing of an account?

Answer. Yes, sir. When debit and credit accounts are properly kept, and the account is settled, it is so stated by giving credit by cash or otherwise, and then a red line is drawn latterly and obliquely below the account.

Question. That account is not kept in the ordinary form of debit and credit?

Answer. No, sir.

Question. What impression did the red line make upon you in reference to the settlement of the account?

Answer. Seeing the red line and the reference made below to another page as if the account had been carried forward, and upon turning to that page not finding it carried forward, I supposed the account closed.

Question. On a subsequent examination you found Mr. Williams owed $412 50?

Answer. Yes, sir.

Question. Did Mr. Williams or his agent, when applied to for payment of that amount, state that he owed it, or that he had paid it?

Answer. When I spoke to his agent about the paper account, he told me that it was closed.

Question. Is there anything upon Mr. Seaman's books which shows the receipt of that money from Mr. Williams?

Answer. No, sir.

Question. When you insisted upon his paying the money, did he pay it?

Answer. When I subsequently sent the bill, he called and paid it.

Question, (by the Chairman.) Please state with whom the next paper account is?

Answer. The next account is the account of paper delivered to Mrs. A. Sergeant, Senate binder of fine copies, for waste leaves.

Question. What is the condition of that account?

Answer. She had a running account up to July 7, 1858, unpaid from October 3, 1856, of $933 14; this was a mere selling of paper to her; our office had nothing to do with it; it belonged to the Secretary of the Senate.

Question. Is there any amount due to the department upon that account, during Mr. Seaman's superintendency.

Answer. Yes, sir; $669 11.

Question. The report of Mr. Bowman, Superintendent of Public Printing, made to the present Congress, shows that he has received of Mrs. Sergeant, binder of reserved copies, $933 14; how do you explain this difference?

Answer. She had a running account with the Superintendent of Public Printing for paper, and the balance of the paper was received from the present superintendent.

Question. Is there no credit on that account to Mrs. Sergeant?

Answer. No, sir.

Question. Was that account kept as the preceding account of Williams was kept?

Answer. Yes, sir.

Question. Does it appear to have been closed?

Answer. No, sir.

Question. What was said when that account was presented to Mrs. Sargent?

Answer. I do not know what Mrs. Sergeant said.

Question. Nothing was said directly to you?

Answer. No, sir.

Question. You state that $669 11 was received from Mrs. Sergeant by the present superintendent for paper furnished for waste leaves during Mr. Seaman's superintendency?

Answer. Yes, sir.

Question. Does the account itself show that that amount was due from Mrs. Sergeant?

Answer. Yes, sir.

Question. When was the last item of that account charged?

Answer. November 20, 1857.

Question. Did you present the bill to Mrs. Sergeant?

Answer. I sent it to her.

Question. And she paid it?

Answer. Yes, sir.

Question. Do you know what was said at the time?

Answer. The conversation was with the clerk, Mr. Jewett, who kept the books at that time. He said it was an impression which he had received from Mr. Seaman that Mrs. Sergeant was not to be required to pay for that paper.

Question. Did Mr. Jewett inform you that Mr. Seaman gave him that impression?

Answer. Yes, sir.

Question. Did Mrs. Sergeant object to paying it?

Answer. I think not.

Question, (by Mr. Niblack.) Did Mrs. Sergeant attend to her business in person or by an agent?

Answer. By an agent.

Question. Who was her agent?

Answer. I forget the name

Question, (by Mr. Harris) Did any clerk in the office of the superintendent converse with Mrs. Sergeant about the matter?

Answer. Not that I am aware of.

Question. Did Mr. Jewett have an interview with her about the account?

Answer. Mr. Jewett was not in the office at the time of which I speak.

Question, (by the Chairman.) How does the account of J. C. McGuire stand for waste leaves?

Answer. There was a large portion of his account which bore upon he face of it the same appearance of the other accounts I have mentioned, with underlining and a reference forward.

Question. Did that account appear to have been settled?

Answer. It had the same appearance as the others.

Question. Was it your impression that it had been settled?

Answer. My first impression was that it had, but after examining it I sent Mr. McGuire a bill for $2,166.

Question. Did he pay the bill?

Answer. He called at the office with receipts from Mr. Seaman covering the amount of the account, as it appears from the book in which the paper is charged; but upon further investigation of the account I found that Mr. McGuire had received pay for waste leaves to the amount of $258 75, which the books did not show that he had refunded. I made out a bill against him for that amount, and he paid it.

Question. What did he say about the account?

Answer. He said he never paid money with more regret in his life, that he was satisfied he had paid it to Mr. Seaman

Question. Does it appear upon the books anywhere that the superintendent received the money covered by the receipts that Mr. McGuire had?

Answer. He is not credited upon the books proper; the only credit which could cover the amount is the statement in gross to which I have before referred of ten thousand and odd dollars paid Megargee for paper out of waste leaves.

Question. Did Mr. McGuire make any further remarks about the payment of this account; and if so, state what they were?

Answer. He remarked that when Mr. Seaman wanted money he would ask for it; and that he had given him two or three hundred dollars at a time for waste leaves, and from time to time Seaman gave receipts for the whole, in the aggregate; that was the amount of his statement.

Question. You stated that the total amount for waste leaves within

a certain period was $12,189 39; does that amount embrace the $2,166 shown on Mr. McGuire's account?

Answer. There is no statement about waste leaves; the amount for paper delivered to binders was that sum.

Question. Does that sum embrace the amount of the $2,166 for which Mr. McGuire stands charged?

Answer. Yes, sir.

Question, (by Mr. Covode) Has Mr. Seaman in any way accounted to the government for that $2,166?

Answer. There is no record of it on these books, except the general credit to which I have referred, of $10,424 81.

Question, (by Mr. Harris.) I understand you that Mr. McGuire's account shows him to be indebted to the government in the sum of $2,166 for paper?

Answer. Yes, sir, upon the face of the books.

Question. And you discovered, upon examination, that Mr. McGuire had received from the Secretary of the Senate for waste leaves the further sum of $258 75, which would have made Mr. McGuire's account in the aggregate $2,424 75; now do I understand you further to say that no credit to Mr. McGuire appears upon his account for paper, and that the only memorandum which could cover the amount is a memorandum upon a blank leaf in the book of $1,013 25 as having been received for waste leaves without specifying from whom it was received, leaving still a balance of $1,411 50 due the government which is unaccounted for?

Answer. Yes, sir.

Question. Now I want you to tell me whether the government is credited and Mr. Seaman charged anywhere on these books with that $1,411 50?

Answer. Not at all.

Question. Did he receive it in fact?

Answer. There is no record of his having received any money on this account, except $10,424 81. By taking the different items of money paid to Mr. Seaman by the different binders, they do not amount in the aggregate to quite that sum; the inference, of course, is that this amount covers these several items, because it appears that the whole amount of $10,424 81 was paid to Mr. Megargee for 1,724 reams of paper out of the fund for waste leaves, but it does not show in detail where the money came from.

Question. But you stated that the amount of paper furnished the different binders for waste leaves was $12,189 39, and that there is only a credit of $10,424 81 as having been paid to the government?

Answer. Yes, sir, but in that statement of $10,424 81 is not included the amounts which have since been received from the different binders.

WEDNESDAY MORNING, *January* 26, 1859.

Dr. WM. QUAIL, recalled.

Question, (by the Chairman.) Does it appear from the books that, up to the 15th of April, 1856, the Superintendent had received from the

contractor, Mr. Megargee, paper amounting to the sum paid by Mr. Seaman out of funds as stated in the memoranda?

Answer. No, sir.

Question. How much appears to have been delivered of that particular paper up to that time?

Answer. 1,668 reams.

Question. How is the deficiency made up?

Answer. 56 reams is added below in red ink.

Question. Is it usual to use red and black ink upon the same page of a book?

Answer. No, sir; except by way of explanation. Some bookkeepers use red ink by way of explanation of a transaction.

Question. What appears to have been the object in using different colored ink in that case?

Answer. I do not know.

Question. How much was the cost of that paper per ream?

Answer. $6 04$\frac{11}{16}$; it was 45 lb. paper.

Question. Did Mr. Seaman keep any account of debtor and credit between himself and the government?

Answer. Not that I am aware of.

Question. Have you found in the books of the office any such account respecting the fund collected from waste leaves, or any other fund?

Answer. None other than this memorandum in red ink in the book of certificates issued.

Question. Is that an account or memorandum between himself and the government?

Answer. Not properly.

Question. Did he not keep an account against the government for funds expended in travelling expenses?

Answer. I presume so; but that account belongs to another desk.

Question. Do you know the amount he charged the government for travelling expenses?

Answer. No, sir.

Question. Do you know the amount expended for travelling expenses by Mr. Bowman since his appointment to that office?

Answer. I do not.

Question. In your examination you have stated that the books show that 20,000 copies of the Kansas Investigating Committee's Report had been bound and paid for. Will you refer to your books again and state that fact more fully?

Answer. The record shows that of the report of the special committee to investigate the troubles in Kansas, 20,000 bound copies were delivered to the folding room of the House of Representatives, and that certificates were issued to the binders for the 20,000 copies.

Question. How many bound copies of the second volume of the Japan Expedition, according to the books, were delivered?

Answer. The record against the folding room shows a delivery of 30,000, and 1500 additional to Commodore Perry.

Question. What was the amount of certificates for binding issued in that case?

Answer. The record shows certificates issued for 10,500 copies.

Question. How many copies of the Japan Expedition were delivered to the folding room, as appears by the books?

Answer. 30,000 copies.

Question. How many copies do the certificates of the binders embrace?

Answer. 30,000 copies to the folding room and 1,500 to Commodore Perry.

Question. How many copies of the third volume of the Commercial Relations appear, by the books, to have been delivered to the folding room?

Answer. 10,000 copies.

Question. How many copies were embraced in the certificates to the binders?

Answer. 10,000 copies to the folding room and 500 to the State Department.

Question. Turn to the account of the report of the select committee to inquire into certain alleged corrupt combinations of members of Congress, and tell me how many copies appear to have been delivered to the folders?

Answer. 10,000 copies were delivered; the binders were paid for binding 10,000; and certificates were issued for that amount of binding.

Question. Do you know anything else connected with the accounts of the late Superintendent of Public Printing, which it is important for this committee to know? If so, state it.

Answer. In regard to that 56 reams before mentioned, which appear to have been added to the 1,668 reams, in order to make up 1,724 reams, I find on reference to the books recording the invoice of paper as received, some figures in red ink upon the margin of the entry, summing up the amount of paper received, making 1,668. Added to this is a memorandum of the 56 reams overpaid added to it, making 1,724 reams. Then below that, is: "April 16th, 1,026 reams, April 21st, 541 reams," in black ink as having been received; and a note below in black ink "received at different times by railroad, addressed to C. Wendell and used without being officially inspected." On the margin connected with this entry, appears this: "1,567 reams less 56 reams, leaving 1,511 reams." Now, it would appear that on the 15th of April, 1856, there were not 1,724 reams delivered by the contractor. Mr. Seaman assumes 56 reams as having been delivered when, in after deliveries, the 56 reams was taken off.

Question. State how the paper was received from the contractor, and how it was delivered to the public printer.

Answer. The books show that a large portion of the paper was received and delivered by irresponsible persons—persons not employed in the office of the Superintendent of Public Printing. A note on the invoice book states: "2,514 reams printing paper, 24 by 38 inches, 45 lb. paper, at $6 $13\frac{80}{100}$, received at different times, and of which no account was rendered to me by the person in charge of wareroom." Signed "G. D. J." That is Mr. Jewett. That included three other items of 180, 210, and 158 reams, and made up the amount of 3,062 reams, for which a certificate was issued April 9, 1857. It seems there

was a man employed at the wareroom, so far as I can learn, who received the paper from the contractor and delivered it to the printer; and from those slips sent to the office of the Superintendent of Public Printing the entries of paper received and delivered were made. I found those slips laying around the office loose in bundles, and I gathered them up and preserved them, as you see them in this book, by pasting them on these leaves. The following is the table of books, with their cost per copy, requested by the committee:

A.—*Statement (in part) of documents delivered during Mr. Seaman's administration.*

Kind of document.	Number of extra copies ordered.	Number delivered and where.	No. for which certificates were issued, (paid .)	Cost per volume, printing, binding, &c.	Remarks.
Report Coast Survey, 1854, 4to	10,000	4,788 House, 5,000 Coast Survey. 9,788	10,088	$2 10	
Perry's Japan Expedition, vol. 1, 4to.	10,500	10,000 House, 500 Perry..... 10,500	10,500	5 32	
Do. ..... vol. 2, 4to.	10,500	.....do ..... do..... 10,500	10,500	5 41	
Do. ..... vol. 3, 4to.	10,500	.....do ..... do..... 10,500	10,500	2 26	
Lieut. Gilliss' Report, vol. 1, 4to	6,000	5,232 House, 500 Navy Dep't, 250 Gil'iss 5,982	5,982	3 06	
Do ..... vol. 2, 4to	6,000	5,236 House, 500 Navy Dep't, 250 Gilliss 5,986	5,987	3 06	
Do ..... vol. 6, 4to	2,000	1,250 House, 500 Navy Dep't, 250 Gilliss 2,000	2,000	2 78	
Pacific Railroad,° vol. 1, 4to.....	10,000	9,968 House..... 9,968	9,968	2 27	
Do. .....vol. 2, 4to.....	10,000	9,975 House..... 9,975	9,975	2 96	20 volumes delivered since under Gen. B.
Do. .....vol. 3, 4to.....	10,000	9,994 House..... 9,994	9,994	3 69	
Do. .....vol. 4, 4to.....	10,000	9,761 House..... 9,761	8,030	2 96	239 volumes delivered since, and 1,970 paid for by Gen. B.
Investigation troubles in Kansas, 8vo.	20,000	20,000 House..... 20,000	20,000	1 18	
Commercial Relations, vol. 1, 4to....	10,500	10,000 House and 500 State Dep't. 10,500	10,500	2 38	
Do. ..... vol. 3, 4to....	10,500	10,000 House and 500 State Dep't. 10,500	10,500	2 35	
Do. ..... vol. 4, 4to....	10,500	8,802 House and 500 State Dep't. 9,302	.....	2 16	1,198 volumes delivered since, and the whole 10,500 paid for on certificate of Gen. B.
Corrupt Combination of Members of Congress, 8vo.	10,000	To House..... 10,000	10,000	35¼	

° The 5th, 6th, 7th, and 8th volumes have been delivered since Seaman's administration.

WEDNESDAY EVENING, *January* 26, 1859.

A. J. LARNER, sworn.

Question, (by the Chairman.) Where do you reside?
Answer. In Washington city.
Question. In what business have you been engaged within the last ıree or four years?
Answer. In clerking.
Question. Where?
Answer. I was engaged in the city post office during the adminis-ation of Millard Fillmore.
Question. Where have you been since that time?
Answer. I left the city post office in 1852. In 1854 I was appointed erk of the mayor of the city, and served under him until the first of ıly, 1856.
Question. Where then?
Answer. On the 24th of November, 1856, I was appointed by eneral Cullom, and served under him in the office of the House of epresentatives until the last of April.
Question. Have you held any other office in or about the Capitol ithin that time?
Answer. I was appointed superintendent of the folding room in the ouse of Representatives the first of May, 1857, and remained until ıe 22d of December following.
Question. Are you acquainted with the books of the folding room ıring the administration of Mr. Darling as doorkeeper of the House Representatives?
Answer. For eight months they were directly under my charge.
Question. Will you state what you know of the delivery of works ıblished under the direction of Congress for distribution during the 3d and 34th Congresses?
Answer. Previous to the appointment of Superintendent of Public rinting neither the public printer nor any of the binders could et their pay until they had received the certificate of the superin-ndent of the folding room that the proper number of books had been elivered. It was up to that time his duty to certify to the number of ooks delivered. But when the office of Superintendent of Public rinting had been created and the appointment made, he took charge f that department. He certified for the number of books printed nd bound, and delivered such books to the folding room as he thought roper. After I went in as superintendent of the folding room there ad been some clamor about the delivery of books, and as to who had he receipt to give. I contended that I had the right to receipt for hem, and that they were not to be paid for until a certificate had been iven from me. On the 13th of May a load of books—vol. 2 Japan eport—came up. Mr. Malloy, a messenger from Mr Seaman's ffice, came up with them. After they had been delivered I asked Ir. Malloy who brought them, and how many there were. He re-lied that there were 200. I replied that there were only 155. He ıen said that Mr. Seaman had retained 45 copies in his office. I asked

what right Mr. Seaman had to retain books in his department and charge them to the House. He replied that Mr. Seaman had a perfect right to do as he thought proper. I then sat down and addressed the following note to Mr. Seaman, to which I received no reply:

"FOLDING ROOM, HOUSE OF REPRESENTATIVES,
"*Washington City, August* 13, 1857.

"SIR: The resolution authorizing the publication of Perry's Expedition says expressly that 10,000 copies shall be printed for the use of the members, and five hundred copies for the use of Commodore M. C. Perry. Now, as there is nothing in the resolution specifying how many shall be delivered to the Superintendent of Public Printing, I respectfully ask you to inform me from what source you derive the power to appropriate any part of those books to your use.

"Respectfully,

"A. J. LARNER,
"*Superintendent.*

"A. G. SEAMAN, Esq.,
"*Superintendent of Public Printing.*"

Question. Did you receive an answer?

Answer. I received no answer. Mr. Towers, who was a clerk in Mr. Seaman's office, came into the folding room four or five days afterwards, and I asked him why Mr. Seaman did not reply to my letter? He said, as near as I recollect, that he did not recognize my right to catechise him; that if I wanted any information it was Captain Darling's place to address him, and then he would reply. Some conversation followed about the manner in which Mr. Seaman had acted. I stated that Mr. Seaman had retained a certain number of copies of the Pacific Railroad Report, and referred particularly to the second volume. He replied that Mr. Seaman had kept twenty-five copies, and that he knew where they went. There were a good many other things said in regard to the matter in the course of the conversation, but I do not recollect them sufficiently well to repeat them now.

Question. Were the books which were ordered by Congress generally delivered in full to your department by Mr. Seaman?

Answer. For some of the books the numbers were short. The first volume of the Japan Expedition and the report relative to the Kansas troubles had been delivered before I came into the office; a large portion of the Smithsonian Report and the Finance Report had also been delivered before I came into the office. I have here a list of the books delivered while I was there, showing the numbers due when I left, on the 22d of December, which was made out by Mr. Garretson, who had charge of the books in that department.

Question. Do you know it to be correct?

Answer. Yes, sir; I have compared it myself, carefully, with the books from which it was made out. The following is the list:

December 3, 1857.	No. received.	No. ordered.
Japan Expedition, vol. 1.....	9,947	10,000
" " " 2.....	9,359	10,000
" " " 3.....	9,999	10,000
Central American Correspondence.....	9,808	10,000

December 3, 1857.	No. received.	No. ordered.
Smithsonian Report, 1855	7,400	7,500
" " 1856	7,500	7,500
Finance Report, 1855–'56	15,000	15,000
Commerce and Navigation, 1856	12,500	12,500
Message and Document, 1856–'57, vol. 1	19,992	
" " " " 2	19,982	20,000
" " " " 3	20,000	
Gillis's Observations, vol. 6	1,248	1,250
Commercial Relations, vol. 1	9,926	10,000
" " " 3	9,952	10,000
" " " 4	9,399	10,000
Coast Survey, 1855	5,596	6,000
Corruption Report	9,971	10,000
Pacific Railroad, vol. 2	9,923	10,000
" " " 3	9,948	10,000
" " " 4	9,361	10,000
Patent Office Report, (Mechanical,) 1856	50,000	50,000
" " " (Agricultural,) 1856	200,000	200,000
	466,811	469,750
		466,811
Deficiency		2,939

Question, (by Mr. Harris.) What is the whole number of the deficiency?

Answer. 2,939.

Question. Will you state what period of time this list embraces?

Answer. It embraces all the books, extra copies of which were ordered by the 34th Congress, which had been received up to December 22, 1857.

Question. It comprises then no deliveries made after the 22d of December, 1857?

Answer. No, sir.

Question. Who preceded you as superintendent of the folding room?

Answer. Mr. Babcock.

Question. Do you know anything else about the business of the Superintendent of Public Printing, or his accounts?

Answer. No, sir; I do not know anything about his accounts.

Question, (by the Chairman.) Are you in possession of any knowledge important for this committee to know, about the management of his office?

Answer. No, sir; I never have had occasion to go there. I never was in his office at all, that I recollect.

Question. Have you stated all that is within your knowledge of the failure to deliver the books ordered, to the folding room?

Answer. I have stated everything I know in regard to the matter.

NATHAN DARLING sworn:

Question, (by the Chairman.) Are you acquainted with Mr. Seaman, late Superintendent of Public Printing?

Answer. Yes, sir.

Question. What relation did you sustain to Mr. Seaman during his superintendency?

Answer. I was appointed in his office in April, 1854, to take charge of the paper which was delivered from the contractors, to examine and receive all the paper contracted for.

Question. How long did you perform that duty?

Answer. I do not recollect precisely how long. It was some eight or nine months.

Question. Will you state what you know respecting the contracts for paper and the receipts for the same, during your continuance in office.

Answer. The paper received weighing 56 pounds to the ream, Mr. Seaman took charge of and I know nothing about. I took charge of the 45 pound paper which was manufactured somewhere in Connecticut, I think; the contract price was six dollars and some odd cents per ream. When the cargoes of paper arrived in Georgetown, I examined it with a sample furnished me, and if it came up to the standard, I received it and placed it in the warehouse. In almost every case, however, none of it came up to the standard, when I reported the fact to Mr. Seaman, who always directed me to receive it. There was one cargo of paper I remember particularly, which was totally unfit for use. I went to the office and not finding Mr. Seaman in, I reported the fact to Mr. Towers, his chief clerk, and took him with me to look at it. The paper usually received was worth about $4 25 a ream. It would not have sold for that here, but it would have cost about that to have bought it and brought it here from the north. After the paper had been placed in the warehouse by Mr. Seaman's direction, I took it as it was required and carried it to the government printing offices, then the Union office and the Sentinel office. Mr. Wendell, who was foreman of the Sentinel office, and the foreman of the Union office, both told me the paper was unfit for use and not to bring any more of it there, I reported the fact to Mr. Seaman and he replied that it did not matter, let them go without. Both Mr. Wendell and the foreman of the Union office, often told me that the paper was of inferior quality such as could be bought anywhere for $4 25 a ream.

Question. Do you recollect who the contractor was for that year?

Answer. No, sir; I do not. The contracts are in the office, and will show.

Question. What year was that?

Answer. 1854, and, I think, a part of 1855. I called Mr. Seaman's attention to the fact, and told him that some day there would be a noise made about it, and presuming that if there was he would say that he appointed me to examine and receive the paper, and if it did not come up to the standard it was my fault and not his. I was particular always in calling Mr. Towers' attention to the fact, as well as Mr. Seaman's. I wanted him to know by whose authority it was received. He would reply that there was something wrong. I did

why we should take paper worth not more than $4 25 a ream, we were paying $6 06. I knew the government was being l, and I would not do that kind of business for him, or anylse, believing that the blame would afterwards be thrown on ıd that was the reason why I quit the office. I had many talks Ir. Wendell about it. He, and also the foreman of the Union can tell you all about this paper. Mr. Holland, now a clerk in ɔuse, was then chief clerk in the Union office, and he also all about it. There was another thing about the management paper which I conceived to be wrong. The contractor for furɛ paper agrees to furnish it in such quantities and at such times Superintendent may require him to, and to deliver it where the ment wants it. He, however, had it delivered in large quantiıd hired a warehouse in which he put it, and he kept a negro l paper from there every time a load was wanted at the printing That cost several hundred dollars a year for cartage, when ıtractors agreed to deliver it at such place and in such quantiwere required.

ıtion, (by the Chairman.) Was it customary for the contractors e their paper here at all, and deliver it in that way?

wer. No, sir; and the excuse made by Mr. Seaman was, that ɔuld not very well deliver it just as he wanted it. I called the on of some members of the House to it at the time, and particuhat of Mr. Letcher, to whom I showed the paper, and told all it.

ıtion. Have you any knowledge how these contracts for paper ıade?

wer. No, sir. I have never seen them; they are all on file in ice, or ought to be.

ıtion. Do you know whether the paper was delivered during ıe you were in the office by the party or parties who contracted ıe government, or by other parties—sub-contractors?

wer. The paper was not made at the manufactories of those ıd the contract for supplying it; the excuse was, that the water ıd, and that they had to buy a great deal of the paper. I the parties, contractors, always shipped the paper from New ır Boston.

ıtion. Was there much difference in that class of paper?

wer. There was a material difference. It was spongy, and you ıot wet it down; and when you came to make a book there be four or five shades in the leaves. Some of the paper was ark, some of a blue tint, and the Union office men said it was ible to use it, as they could not wet it down. That is a phrase printers. It was mostly worked into the Agricultural Reports, nance Report, and such books as members do not generally ıe.

ıtion. What proportion of the paper was delivered on contract; ıat proportion was purchased by Mr. Seaman in open market your connexion with the office?

wer. I cannot tell, but a very large proportion was purchased; ıre half a dozen kinds of paper used at the department; and some

two or three hundred thousand dollars worth he purchased that year which was not contracted for at all; it was purchased in open market, as I understand.

Question. What remark did Mr. Seaman make when you notified him that you had condemned this paper and would not receive it?

Answer. He said the difficulty with the paper was on account of the water being made muddy by the rains during the manufacture; that paper-makers would fail sometimes; and that we must use it, or we should be without paper.

Question. How long after you gave him the first notice of the quality of the paper was it that he directed you to receive it?

Answer. The next day, I think; he went himself to look at it.

Question. Do you know whether the contractor saw him in the meantime?

Answer. I do not; the contractor was here about that time.

Question, (by Mr. Covode.) Where was this storehouse of Mr. Seaman's?

Answer. It was on Eleventh street, I think.

Question. Who paid the rent of the house and the cartage, &c.?

Answer. The government.

Question, (by Mr. Harris.) Was the receipt of this inferior quality of paper of frequent occurrence during the eight months you were in the office?

Answer. Yes, sir; hardly any of it came up to the standard.

Question. Did you call Mr. Seaman's attention to it repeatedly?

Answer. I did, but more particularly that of his chief clerk. Mr. Seaman was seldom or ever to be found; but the chief clerk was acting for Mr. Seaman, and I called his attention to it every time.

Question. You spoke of one cargo especially as being very inferior; can you tell the committee what the value of the paper of that cargo was, and how many reams there were in the cargo?

Answer. I think there were a thousand reams of that paper, but I cannot say positively.

Question. What do you say it was really worth and could be purchased for in the market?

Answer. Mr. Wendell said $4 50 was the price that class of paper could be purchased for in market; I took one ream of it for the purpose of seeing what it would bring, but I could get no price put upon it, as I could find no one who wanted such paper.

Question. In your opinion, judging from your knowledge of paper, and from what you learned from these inquiries, you say it was worth less than $4 a ream?

Answer. Yes, sir.

Question. What did I understand you to say the government was paying for that paper?

Answer. $6 06 a ream, I think.

Question, (by Mr. Covode.) Did this inferior paper come from Connecticut?

Answer. It came by water, but whether it came from the manufactory there I do not know.

Question. Do you know, of your own knowledge, who were the ners of the Connecticut mills?
Answer. No, sir.
Question. Do you know the name of the vessel in which that par- ılar cargo came?
Answer. I do not recollect.
Question, (by Mr. Niblack.) State what you know, of your own owledge, or by common reputation, of Mr. Seaman's pecuniary cir- nstances when he took this office, his salary, his means of living, mode of living, and the amount of money which he seemed to trol.
Answer. He went into the office poor, and was said to be in debt to ry body he could get into debt with; his salary, I believe, was $2,500 ear when he went into the office, but it was somewhat advanced rwards; he increased his style of living; he went to New York, l got fast trotting horses; he kept three fine horses, said to be very h-priced horses; kept, of course, a man servant to take care of m; kept his carriage and buggies; and the second year he was in e he bought a fine house here on Thirteenth street, put on an addi- ıal story, put in marble mantels and generally a refitting through- ; it was furnished in the latest style, and contained all the latest veniences; that style of living in our part of the country would five or six thousand dollars a year at least; he travelled with his ily a great deal, and it was a common remark, "how can that ı do these things on $2,500 salary?"
uestion. What did you know of his pecuniary condition after he the office?
nswer. He left here and went to New York; I do not know how h money he took with him; I was told he had money loaned out ıround town here, but whether he had or not, I do not know.
uestion, (by Mr. Harris.) Who told you?
nswer. I do not remember.
uestion, (by Mr. Covode.) Do you know of his losing large sums ıoney by gambling?
nswer. I do not; and I do not recollect of hearing any such thing; as said that he used to gamble, but I do not know anything about

uestion. Do you know of his making money out of the contracts the bind rs; of his getting *bonuses* from them?
nswer. I do not; but it was currently reported that the engravers to pay him from five to seven per cent.; I don't know personally hing about it.
uestion, (by the Chairman.) Have you any knowledge of the with- ral of any bids from the Committee on Engraving and Printing, Mr. Seaman, after those bids had been submitted to the committee?
nswer. I know of one case of that sort.
uestion. State what you know of that matter.
nswer. He published for bids for engraving the Patent Office Report the first session of the 34th Congress; I think it was the engraving those bulls. There were many bidders here; the bids were opened, I understand that after they were opened Mr. Seaman discovered

an error, as he said, in the advertisement, and had to withdraw it; he said they could not assign the bids under that advertisement, and that he should have to publish them anew; whether he published for bids anew or not I do not know; but they went to New York, and the engraving was let in New York.

Question. Who went to New York?

Answer. Mr. Seaman went there; I do not know whether he met any of the committee there or not.

Question. Were those bids again submitted to the committee?

Answer. They were not submitted to any committee in Washington, because the House had adjourned and gone off. I learned from an engraver in New York that the engraving was subsequently let in that city. He did not know whether the committee had met there or not to let it, or whether Seaman let it alone.

Question. Who was that engraver?

Answer. A Mr. Livingston, who had made a bid which ought to have entitled him to that work.

Question. What did he state that bid was?

Answer. I do not know; it was less than the other bids, and he was much aggrieved that he did not get the work. The engraving of the bulls, however, was done in Philadelphia, though the contract was made in New York. There were two bulls which cost some $30,000.

Question, (by the Chairman.) Do you know anything about the delivery of books in the folding room of the House of Representatives while you were Doorkeeper of the House?

Answer. During the time when the House was not in session I was most of the time in the folding room, and attended to packing and sending off the books myself in person.

Question. Do you know anything particularly about the delivery of the Kansas investigating committee report?

Answer. The resolution called for 20,000 extra copies. I think perhaps eight or ten thousand were delivered there. The books will show the precise number. The House was in session at the time these books were delivered. After Congress adjourned I found that but few of these books were in the folding room, and I inquired what had become of them. The superintendent of the folding room remarked that none had been printed and bound for the southern members, as they did not want them.

Question. Did you speak to Mr. Seaman about them?

Answer. I do not know that I did. I went into the office to inquire about them. Mr. Seaman was not in, but some of the clerks remarked that if any of the members wanted them they could be obtained.

Question. Did they say the books were printed or not?

Answer. The books were not printed, I am certain. I think Mr. Wendell or his foreman told me they were not. I know it was well understood they were not to be printed.

Question. Do they pretend to say in the superintendent's room that they had all been delivered?

Answer. No, sir.

Question. Did they give any excuse for the books not being delivered?

Answer. They said the southern men did not want the books.

Question. Do you know any other case of a similar character?

Answer. I do not recollect any precisely similar. I remember, in one instance, going to Mr. Garretson, a clerk in the folding room, to know why the President's message and accompanying documents were not delivered. The members were continually calling for them, and it was time they should have been printed. He said he did not know the reason, but it seemed the books had not been printed. There was some delay about it. I think I went down into the Superintendent's room and found that certificates had been issued on which the printer drew his pay for the whole number, though not a single copy had been delivered in the folding room.

Question, (by Mr. Covode.) Do you know of Mr. Seaman giving an order to a member of Congress for extra copies of the Japan Expedition after he had received his full quota?

Answer. Yes, sir; he gave Mr. Arnold, the binder, an order for six copies for Mr. Wheeler, of New York. The order first came to me, but it was not good for anything in the folding room. Mr. Wheeler came to me to know if I could not raise him the books. I told him that I could not, but that if he would go to Mr. Seaman he could raise anything. He went to Mr. Seaman, and he got the books from the binder.

FRIDAY, *January* 28, 1859.

JOHN S. WILLIAMS sworn:

Question, (by the Chairman.) What is your occupation?

Answer. I am clerk in the office of the Superintendent of Public Printing.

Question. How long have you been engaged in that office?

Answer. A little more than five years.

Question. Were you engaged there during the entire superintendency of Mr. Seaman?

Answer. No, sir. I went into the office about a month after his appointment.

Question. What particular desk have you had charge of in that office?

Answer. I have charge of the accounts with the public printers for the printing of the House, Senate, and executive departments, the accounts for engraving and lithographing, and attend to the receipt and delivery of all maps and plates to and from contractors.

Question. Have you had anything to do with the engraving and lithographic printing under the present Superintendent?

Answer. Yes, sir.

Question. Are you still in charge of those accounts?

Answer. Yes, sir.

Question. How were the contracts for engraving and lithographic printing given out under Mr. Seaman?

Answer. As a general thing, by direction of the Committee on Engraving.

Question. What course was adopted in the more important or larger jobs of engraving and lithographic printing to secure bids or offers?

Answer. Proposals were invited, by advertisement, for lithographic printing and engraving for the first time, I think, in 1855.

Question. What course was adopted before that time?

Answer. I believe written invitations were sent out to parties, or if they happened to be in the city, they were invited to make proposals for such work as was to be contracted for.

Question. Was it customary to contract with the lowest bidder?

Answer. I think not.

Question. What was the rule which prevailed in the office in respect to letting out contracts for engraving and lithographic printing?

Answer. I do not know that I can say; I acted under the direction of Mr. Seaman, so far as the letting of contracts was concerned. The proposals were submitted, I think, to the Committee on Engraving, and they decided upon the awards.

Question. Did the committee always decide upon the proposals?

Answer. So far as I know.

Question. Was it usual to submit all the proposals to the committees?

Answer. So far as I know, it was.

Question. Do you know of any instance in which bids or proposals were withdrawn from the Committee on Printing or Engraving on pretence that an error had been committed in the proposals or in the advertisement for proposals?

Answer. No, sir.

Question. Did or did not Mr. Seaman act in these matters himself, without communicating what he did to the clerks in the office?

Answer. I think he did.

Question. Can you state what was the cost of engraving and lithographic printing for the last Coast Survey Report under Mr. Seaman's administration?

Answer. The cost was $27,259 63; that was for the 3d session of the 34th Congress.

Question. How many copies were printed?

Answer. There were sixty-seven maps; 11,530 copies of each were printed for the House, and 11,420 copies of each for the Senate—in all, 1,537,750 copies.

Question. Can you state what the engraving and lithographic printing for the last Coast Survey Report cost—the one just now completed under the present Superintendent?

Answer. I cannot at this moment. The report of the Superintendent to Congress shows that. The work, however, is not yet completed.

Question. What was the cost of the engraving and lithographic printing of the mechanical part of the Patent Office Report during the last year of Mr. Seaman's superintendency?

er. There was no lithographic printing connected with that
The engraving cost $32,966 02.
ion. How many copies of that work were printed?
er. The House ordered 21,530 copies, and the Senate 11,420

ion. How many pages of illustrations were there?
er. There were 1,047 and a fraction solid pages paid for.
ion. Who were the contractors for that work?
er. Richard Major, Van Ingen & Snyder, N. Orr & Co., N. J.
r, and M. C. Gritzner.
ion. How was that work let?
er. It was given out by Mr. Seaman.
ion. In what way; by the page or job?
er. By the page.
ion. At what price per page?
er. For the engraving, $25 50.
ion. How many square inches are there in a page?
er. The page was estimated to contain thirty-three and one-
ches.
ion. Was there any advertisement for proposals for doing
rk printed?
er. No, sir.
ion. Was there any bidding or competition for that work?
er. Not that I know of.
tion. How was the work on the preceding Mechanical Report
atent Office let or contracted for?
er. So far as I know, it was given out in the same way. I
know what action the Committee on Engraving and Printing
on it.
tion. Was this last work submitted to the committee at all
t was let?
er. I do not think it was.
tion. Did Mr. Seaman send any notice whatever to the wood
rs and printers for propositions to do that work?
er. I do not think he did, except to the parties who executed
k, offering it to them at $25 50 per page.
tion. Do you know whether that work was executed by the
who took the contract, or did they sub-let it to others to do it?
er. So far as I know, the parties executed it themselves in
n establishments.
tion. Can you tell the committee how the engraving and litho-
printing for the various volumes of the Pacific Railroad Re-
re let or contracted for by Mr. Seaman?
er. I think bids were invited, and that it was given out by
nmittee on Engraving, as a general thing. Mr. Seaman, I be-
ave out some portion of the work to Mr. Seibert for engraving
er, and to Messrs. Sarony & Co. for transfer printing, but at
or which the same class of work had been awarded to other
by the committee.

Question. Was the work for the illustration of those volumes let by the piece?

Answer. Yes, sir; they were let at so much per hundred copies.

Question. How was the work for the Japan Expedition let?

Answer. I think bids were also invited for that.

Question. Was the same true in reference to the report of Lieutenant Gilliss' Expedition?

Answer. I think Mr. Seaman had nothing to do with the report of Gilliss' Expedition.

The Chairman. It was during his superintendency. It was during the 33d Congress, and the whole of that Congress was under his superintendency.

The *Witness*. Lieutenant Gilliss' Report was ordered to be printed by the 33d Congress, 1st session.

Question. Have you any memorandum or record of that work?

Answer. Yes, sir.

Question. How was that work let?

Answer. The illustrations for Lieutenant Gilliss' Report were contracted for by the Secretary of the Senate and Committee on Engraving of the House of Representatives.

Question. What did the engraving and lithographic printing of that work cost?

Answer. The contracts amounted to $37,411 60. There are some few woodcuts scattered through the report which are not included in this amount.

Question. What did the particular illustration—the "parrot"—in that work cost?

Answer. I do not know.

Question. Do the books show the cost of that particular illustration?

Answer. I think not. It was printed by Mr. Sinclair, I believe. The lithographs were executed by Messrs. Sinclair & Duval, and the engraving and steel-plate printing by Messrs. Seibert & Dougal.

Question. How many plates of birds were there?

Answer. Fifteen contracted for.

Question. Please state the cost of the engraving and lithographic printing of the various works published under Mr. Seaman's superintendency in detail, as appears from the books in the office.

Answer. In answer to that question, I submit the following table, the statistics of which were got up by me and arranged in their present form by Doctor Quail, and which I believe to be correct:

Statement showing the cost of engraving, lithographing, &c., for the several documents ordered by Congress, and executed, or in process of execution, under the supervision of this office.

THIRTY-THIRD CONGRESS, FIRST SESSION.

Report.	Contractors.	Kind of work.	Amount.	Aggregate.
Message maps	James Ackerman	Lithographing	$3,249 60	
Ditto	Wagner & McGuigan	do	1,640 00	
Ditto	D. McClelland	do	2,736 00	
				$7,625 60
Andrews' Report	James Ackerman	do		6,250 00
Red River Raft	do	do		91 00
Collection Districts	do	do		700 00
Marcy's Report	do	do	6,250 00	
Ditto	Henry Lawrence	do	10,000 00	
				16,250 00
Sitgreave's Report	James Ackerman	do		3,750 00
Herndon's Report	do	do	825 00	
Ditto	Wagner & McGuigan	do	4,125 00	
Ditto	A. Hoen & Co	do	7,800 00	
				12,750 00
Coast Survey Report	James Ackerman	do	19,100 00	
Ditto	P. S. Duval	do	3,889 58	
				22,989 58
Lynch's Expedition, Dead Sea	Wagner & McGuigan	do		1,780 00
Pacific Railroad, (octavo)	do	do	388 75	
Ditto	Major & Brown	do	700 00	
Ditto	A. Hoen & Co	do	510 00	
Ditto	D. Chillas	do	378 00	
Ditto	Sarony & Co	do	1,289 00	
Ditto	Bien & Sterner	do	750 00	
				4,015 75
Agricultural Report	Wagner & McGuigan	do	9,253 00	
Ditto	A. Hoen & Co	do	3,800 00	

STATEMENT—Continued.

Report.	Contractors.	Kind of work.	Amount.	Aggregate.
Agricultural Report	C. B. Graham	Lithographing	$3,849 92	
Ditto.	D. Chillas.	do	6,263 80	
				$23,166 72
Gibbon's Report.	A. Hoen & Co	do	5,451 80	
Ditto.	P. S. Duval	do	17,523 20	
				22,975 00
Land Office Report.	C. B. Graham	do		270 00
Lee's Report.	D. Chillas	do		905 60
Lieut. Gilliss' Report.	P. S. Duval	do	14,298 00	
Ditto.	T. Sinclair	do	12,221 00	
Ditto.	Lovejoy & Wheeler	Electrotyping	7 75	
Ditto.	William H. Dougal	Steel plate printing	6,821 00	
Ditto.	Selmar Seibert.	do	4,071 60	
Ditto.	Thomas Ewbank	Woodcuts	80 00	
Ditto.	Richard Major.	do	17 00	
Ditto.	William Roberts	do	158 00	
				37,674 35
THIRTY-THIRD CONGRESS, SECOND SESSION.				
Japan Expedition.	Richardson & Cox	Engraving on wood	900 00	
Ditto	J. W. Orr.	do	765 00	
Ditto.	William Roberts	do	1,113 00	
Ditto.	E. Bellman.	do	350 00	
Ditto.	Lossing & Barrett	do	225 00	
Ditto.	N. Orr	do	1,339 50	
Ditto.	Whitney & Jocelyn	do	270 00	
Ditto.	Van Ingen & Snyder	do	420 00	
Ditto.	Richard P. Risdon	Engraving on zinc	352 00	
Ditto.	William H. Dougal	Engraving on copper	270 00	
Ditto.	J. H. Richard	do	315 00	
Ditto.	Selmar Seibert	do	6,960 00	

Ditto	Sarony & Co	Lithographing	18,421 47	
Ditto	J. Ackerman	do	17,297 62	
Ditto	T. Sinclair & Co	do	10,155 75	
Ditto	P. S. Duval & Co	do	11,453 14	
Ditto	Bowen & Cassin	do	7,736 40	
Ditto	Julius Bien	do	1,791 93	
Ditto	Wagner & McGuigan	do	4,237 05	
Ditto	Henry Lawrence	do	360 60	
Ditto	John Cassin	do	25,419 60	
Ditto	Lovejoy & Wheeler	Electrotyping	157 87	
Ditto	Van Ingen & Snyder	do	42 00	
Ditto	R. C. Valentine	Stereotyping	684 50	
Ditto	William Heine	Services	1,170 00	
				112,207 43
Message maps	A. Hoen & Co	Lithographing	1,608 70	
Ditto	Wagner & McGuigan	do	2,469 71	
Ditto	P. S. Duval	do	1,380 54	
Ditto	D. Chillas	do	2,056 57	
Ditto	D. McClelland	do	3,864 00	
				11,379 52
Agricultural Report	A. Hoen & Co	Lithographing	1,115 20	
Ditto	Wagner & McGuigan	do	6,114 00	
Ditto	J. Ackerman	do	1,128 00	
Ditto	Bien & Sterner	do	1,115 20	
Ditto	T. Sinclair & Co	do	2,095 79	
Ditto	Sarony & Co	do	2,644 43	
Ditto	Lovejoy & Wheeler	Electrotyping	10 50	
				14,223 12
Mechanical Report	E. Boorout	Engraving on wood	390 00	
Ditto	Holton & Jardine	do	175 00	
Ditto	William Roberts	do	2,398 00	
Ditto	Whitney & Jocelyn	do	524 00	
Ditto	E. Bellman	do	280 00	
Ditto	Lossing & Barrett	do	534 00	
Ditto	E. Hoole	do	450 00	
Ditto	D. C. Baxter	do	330 00	
Ditto	M. C. Gritzner	Drawings, &c.	4,500 00	
Ditto	Louderback & Hoffman	Engraving on wood	192 00	
Ditto	Oschlayer & Bro	do	150 00	

STATEMENT—Continued.

Report.	Contractors.	Kind of work.	Amount.	Aggregate.
Mechanical Report	Mass Percival & Co	Engraving on wood	$75 00	
Ditto	J. W. Orr	ditto	512 00	
Ditto	S. J. Pinckney	ditto	180 00	
Ditto	Lovejoy & Wheeler	Electrotyping	686 87	
				$11,376 87
Mesilla Valley map	A. B. Gray	Compiling	600 00	
Ditto	J. Ackerman	Lithographing	523 00	
				1,123 00
Coast Survey Report	Wagner & McGuigan	Lithographing	2,350 70	
Ditto	P. S. Duval	ditto	4,440 00	
Ditto	J. Ackerman	ditto	4,700 00	
Ditto	Bien & Sterner	ditto	2,177 50	
Ditto	D. O'Hare	Engraving on wood	4 00	
				13,672 20
Pacific Railroad Surveys	A. Hoen & Co	Lithographing	23,793 32	
Ditto	Sarony & Co	ditto	43,181 28	
Ditto	T. Sinclair & Co	ditto	24,862 26	
Ditto	Wagner & McGuigan	ditto	3,962 88	
Ditto	J. Ackerman	ditto	1,519 36	
Ditto	P. S. Duval & Co	ditto	4,237 52	
Ditto	John Cassin	Lith. printing and coloring	63,634 20	
Ditto	P. S. Duval & Co	Transfer printing	13,005 90	
Ditto	J. Ackerman	ditto	17,388 36	
Ditto	Sarony & Co	ditto	12,661 68	
Ditto	Julius Bien	ditto	299 20	
Ditto	Henry Lawrence	ditto	5,736 96	
Ditto	Wagner & McGuigan	ditto	4,147 20	
Ditto	Richard H. Pease	ditto	1,175 04	
Ditto	Joseph Prestelo	Engraving on stone	1,192 00	
Ditto	William S. Sullivant	ditto	140 00	
Ditto	Sarony & Co	ditto	445 00	
Ditto	Richardson & Cox	Engraving on wood	330 00	

Ditto	E. Bellman	do	135 00	
Ditto	J. W. Orr	do	397 47	
Ditto	William Roberts	do	390 00	
Ditto	Whitney & Jocelyn	do	200 00	
Ditto	N. Orr	do	1,963 00	
Ditto	Lossing & Barrett	do	335 00	
Ditto	Van Ingen & Snyder	do	463 00	
Ditto	S. J Pinckney	do	222 00	
Ditto	Richard Major	do	520 00	
Ditto	J. H. Richard	do	65 00	
Ditto	do	Engraving on copper	7,155 00	
Ditto	William H. Dougal	do	1,305 00	
Ditto	Selmar Seibert	do	47,070 00	
Ditto	Lovejoy & Wheeler	Electrotyping	144 50	
Ditto	Van Ingen & Snyder	do	30 00	
Ditto	James Ackerman	Lithographic stones	372 00	
				282,479 13
Florida map	do	Lithographing		300 00
Red river map	do	do		84 00
Sickness United States Army, map	do	do		80 00
Senate Miscellaneous Document No. 25	N. Orr	Engraving on wood		16 50

THIRTY-FOURTH CONGRESS, FIRST SESSION.

Message maps	J. Ackerman	Lithographing	3,918 50	
Ditto	A. Hoen & Co	do	4,814 00	
				8,732 50
Coast Survey	do	do	7,951 50	
Ditto	Bowne & Hasbrouck	do	9,815 04	
Ditto	Wm. Roberts	Woodcut	5 00	
Ditto	Van Ingen & Snyder	Engraving on wood	13 50	
				17,785 04
Mechanical Report	D. Scattergood	do	1,120 00	
Ditto	D. C. Baxter	do	1,110 00	
Ditto	Whitney & Jocelyn	do	980 00	
Ditto	E. Baldwin	do	150 00	
Ditto	Lossing & Barrett	do	1,260 00	
Ditto	Sturdivant & Mass	do	1,170 00	

STATEMENT—Continued.

Report.	Contractors.	Kind of work.	Amount.	Aggregate.
Mechanical Report	E Hoole	Engraving on wood	$720 00	
Ditto	S J. Pinckney	do	840 00	
Ditto	Louderback & Hoffman	do	70 00	
Ditto	Chas. Edmonds	do	450 00	
Ditto	J. M. Manoog	do	210 00	
Ditto	Van Ingen & Snyder	do	660 00	
Ditto	E. Bellman	do	600 00	
Ditto	Wm. Roberts	do	1,060 00	
Ditto	M. C. Gritzner	Drawings, &c	4,852 65	
Ditto	Lovejoy & Wheeler	Electrotyping	714 88	
				$15,967 53
Marcy's Report	P. S. Duval & Co	Lithographing		150 00
Warren's Report	do	do	420 00	
Ditto	N. Orr	Woodcuts	107 00	
				527 00
Senate Ex. Doc. 103	Wm. Roberts	do		30 00
Map of Florida	C. B. Graham	Lithographing		486 00
Agricultural Report	Sarony & Co	do	16,921 00	
Ditto	T. Sinclair & Co	do	10,576 00	
Ditto	Wagner & McGuigan	do	10,576 00	
Ditto	Wm. Roberts	Engraving on wood	210 00	
Ditto	Van Ingen & Snyder	do	175 00	
				38,458 00
House Ex. Doc. 71	Wm. Roberts	do		15 00
Maps Central America	A. Hoen & Co	Lithographing		1,600 00
House Ex. Doc. 109	do	do		90 49
House Ex. Doc. 33	do	do		335 00
Emory's Report	P. S. Duval	Transferring	1,823 56	
Ditto	C. B. Graham	do	880 11	
Ditto	Lovejoy & Wheeler	Electrotyping	46 75	
Ditto	Sarony & Co	Lithographing	14,325 84	
Ditto	A. Hoen & Co	do	448 25	

Emory's Report	Selmar Seibert	Steel plate printing	14,747 48	
Ditto	John Cassin	Coloring	12,127 50	
				44,404 49

THIRTY-FOURTH CONGRESS, THIRD SESSION.

Message maps	Wagner & McGuigan	Lithographing	1,350 75	
Ditto	P. S. Duval & Co	ditto	1,553 21	
Ditto	J. Ackerman	ditto	2,486 23	
				5,390 19
Weights and measures	ditto	ditto		243 82
Espy's Report	Wagner & McGuigan	ditto	2,080 00	
Ditto	J. Bien	ditto	2,821 25	
Ditto	Van Ingen & Snyder	Engraving on wood	40 00	
				4,941 25
Report on camels	ditto	ditto		1,104 00
Agricultural Report	ditto	ditto	1,744 00	
Ditto	Sarony, Major & Knapp	Lithographing	17,555 65	
Ditto	T. Sinclair & Co	ditto	10,576 50	
Ditto	Wagner & McGuigan	ditto	10,576 50	
Ditto	P. S. Duval & Co	ditto	3,807 54	
				44,260 19
Patuxent and St. Mary's river	Sarony, Major & Knapp	ditto		608 80
Mechanical Report	Sturdivant & Mass	Engraving on wood	422 50	
Ditto	Van Ingen & Snyder	ditto	5,777 00	
Ditto	N. Orr & Co	ditto	4,366 25	
Ditto	Wm. Roberts	ditto	3,166 75	
Ditto	N. J. Wemmer	Boxwood	513 00	
Ditto	M. C. Gritzner	Drawing	2,565 00	
Ditto	Van Ingen & Snyder	Electrotyping	224 00	
Ditto	Lovejoy & Wheeler	ditto	903 62	
				17,938 12
McClellan's Report	S N. Rosenthal	Lithographing	742 00	
Ditto	N. Orr & Co	Engraving on wood	2,070 00	
Ditto	Lovejoy & Wheeler	Electrotyping	156 75	
				2,968 75

STATEMENT—Continued.

Report.	Contractors.	Kind of work.	Amount.	Aggregate.
Coast Survey	J. Bien	Lithographing	$6,517 78	
Ditto	P. S. Duval & Son	------do	9,711 27	
Ditto	A. Hoen & Co	------do	4,222 98	
Ditto	J. Ackerman	------do	6,807 60	
				$27,259 63
Mechanical Report	Richard Major	Engraving on wood	9,078 00	
Ditto	Van Ingen & Snyder	------do	10,824 75	
Ditto	N. Orr & Co	------do	6,817 00	
Ditto	M. C. Gritzner	Drawings	5,205 00	
Ditto	M. J. Wemmer	Boxwood	1,041 27	
				32,966 02
Total				874,396 59

These tables include some work contracted for under Mr. Seaman's superintendency which is not yet completed; also some work contracted for under General Bowman's superintendency.

Question. Can you specify those particular items?

Answer. The contracts with Selmar Siebert for engraving the maps, profiles, sketches, panoramic and landscape views for the Pacific railroad surveys, and for printing from steel a portion of the plates for Major Emory's report, and with John Cassin for printing and coloring the bird plates for Major Emory's report, and with C. B. Graham for transferring and printing the botanical plates for Major Emory's report (contracted for under the present Superintendent) have not been completed. These are the only items of work incomplete, I believe.

Question. State the amount of engraving and lithographic printing done under the present Superintendent in detail, and the cost of the same in detail.

Answer. The following table shows in detail the work done under the present Superintendent, with the exception of two or three items embraced in the tables of 2d session 33d Congress, Pacific railroad reports, and the 1st session 34th Congress, for Major Emory's report, contracted for under the present Superintendent:

STATEMENT.

THIRTY-FIFTH CONGRESS, FIRST SESSION.

Report.	Contractors.	Kind of work.	Amount.	Aggregate.
Message maps	C. B. Graham	Lithographing	$467 38	
Ditto	Wagner & McGuigan	ditto	576 50	
Ditto	Henry Lawrence	ditto	114 52	
				$1,158 40
Maps, Potomac river	Julius Bien	ditto		175 00
Coast Survey	ditto	ditto	212 25	
Ditto	C. B. Graham	Lithographing and engraving	2,658 16	
Ditto	A. Hoen & Co	ditto	2,543 04	
Ditto	L. N Rosenthal	ditto	653 79	
Ditto	Hatch & Co	ditto	3,449 85	
Ditto	J. H. Camp	ditto	601 37	
Ditto	Jos. Laing & Co	ditto	4,562 64	
				14,681 10
Maps, Nebraska Territory	Julius Bien	ditto		350 00
Maps, Louisville and Portland canal	ditto	ditto		75 00
Maps, boundary, Kansas	ditto	ditto		75 00
Maps, boundary, Creek country	ditto	ditto		60 00
Maps, Beale's wagon road	ditto	ditto		75 00
Maps, Southwest Pass	ditto	ditto		60 00
Maps, Florida	C. B. Graham	ditto		550 00
Agricultural Report	W. Bertram	Engraving on wood		200 00
Report on dromedaries	ditto	ditto		132 00
Maps, Amoor river exploration	Sarony, Major & Knapp	Lithographing		151 50
Total				17,743 00

FRIDAY EVENING, *January* 28, 1859.

Mr. J. S. WILLIAMS recalled:

Question, (by the chairman.) Will you please state in detail the amount paid to the public printer for printing the Japan expedition, Gilliss' astronomical report, the Pacific railroad report, the various reports from the Coast Survey office, and the different reports from the Commissioner of Patents, printed during the superintendency of Mr. Seaman, and the time when the certificates for the payment of the same were issued by the Superintendent of Public Printing.

Answer. In answer to that question, I present the following tables, which were prepared from the books in the office by Mr. Towers and myself, which I believe to be correct:

Japan Report—Senate.

Volume 1,	$2,810 34.	Certificate, May 20, 1856.
Volume 2,	2,292 67.	Certificate, June 22, 1857.
Volume 3,	3,738 87.	Certificate, September 12, 1856.
	8,841 88	

Japan Report—House of Representatives.

Volume 1,	$4,286 82.	Certificate, May 20, 1856.
Volume 2,	3,499 25.	Certificate, June 25, 1857.
Volume 3,	5,723 27.	Certificate, September 12, 1856.
	13,509 34	

Gilliss for House of Representatives.

Volume 1,	$3,329 09.	Certificate, June 30, 1855.
Volume 2,	1,766 29.	Certificate, September 21, 1855.
Volume 3,	4,522 69.	Certificate, January 28, 1856.
Volume 6,	3,974 54.	Certificate, December 27, 1856.
	13,592 61	

Gilliss for Senate.

Volume 1,	$3,033 59.	Certificate, June 30, 1855.
Volume 2,	1,605 11.	Certificate, September 27, 1855.
Volume 3,	4,206 55.	Certificate, January 22, 1856.
Volume 6,	3,703 57.	Certificate, December 27, 1856.
	12,548 82	

Pacific Railroad Report for Senate.

144 pages,	$1,146 16.	Certificate, June 30, 1855.
660 pages,	5,372 44.	Certificate, September 27, 1855.
638 pages,	5,294 61.	Certificate, May 20, 1856.
602 pages,	5,173 32.	Certificate, October 29, 1856.
756 pages,	6,011 32.	Certificate, May 28, 1857.
202 pages,	1,592 21.	Certificate, June 17, 1857.
838 pages,	7,098 97.	Certificate, August 4, 1857.
	31,719 03	

House of Representatives.

144 pages,	$1,105 98.	Certificate, June 30, 1855.
660 pages,	5,188 30.	Certificate, September 27, 1855.
638 pages,	5,116 61.	Certificate, May 20, 1856.
602 pages,	5,005 37.	Certificate, October 29, 1856.
756 pages,	5,800 49.	Certificate, May 28, 1857.
202 pages,	1,533 87.	Certificate, June 17, 1857.
838 pages,	6,865 16.	Certificate, August 4, 1857.
	30,615 78	

The foregoing made the first five volumes. The matter was printed in parts and afterwards arranged in volumes.

Coast Survey Report for 1853.—*1st Session 33d Congress.*

Senate	$2,187 29.	Certificate, June 20, 1854.
House of Representatives	2,954 37.	Certificate, June 20, 1854.
	5,141 66	

1854.—*2d Session 33d Congress.*

Senate	$2,914 03.	Certificate, Mar. 9, 1855.
Additions	95 53.	Certificate, Ap'l 26, 1855.
House of Representatives	2,936 45.	Certificate, Mar. 9, 1855.
Additions	96 95.	Certificate, Ap'l 26, 1855.
	6,042 96	

1855.—*1st Session 34th Congress.*

Senate	$3,530 02.	Certificate, July 17, 1856.
House of Representatives	3,555 02.	Certificate, July 17, 1856.
	7,085 04	

1856.—*3d Session 34th Congress.*

Senate	$3,015 32.	Certificate, March 30, 1857.
House of Representatives	3,037 57.	Certificate, March 30, 1857.
	6,052 89	

Agricultural Patent Office Report for 1853.—*1st Session 33d Congress.*

Senate	$158 21	Certificate, Oct. 26, 1854.
"	1,294 86	Certificate, Sept. 29, 1854.
"	2,254 08	Certificate, Oct. 11, 1854.
House of Representatives	2,965 09	Certificate, July 18, 1854.
"	2,965 09	Certificate, July 18, 1854.
"	3,050 19	Certificate, Aug. 24, 1854.
	12,687 52	

1854.—*2d Session 33d Congress.*

Senate	$5,618 74	Certificate, Sept. 6, 1755.
House of Representatives	10,441 53	Certificate, Feb. 29, 1856.
	$16,060 27	

1855.—*1st Session 34th Congress*

Senate	$5,889 33	Certificate, Nov. 19, 1856.
House of Representatives	19,281 93	Certificate, Mar. 7, 1857.
	25,171 26	

1856.—*3d Session 34th Congress.*

Senate	$6,003 13	Certificate, Sept. 18, 1857.
House of Representatives	5,551 81	Certificate, Sept. 28, 1857.
"	5,616 00	Certificate, Oct. 13, 1857.
"	10,202 53	Certificate, Mar. 12, 1858.
	27,373 57	

Mechanical Patent Office Report for 1853.—*1st Session 33d Congress.*

Senate	$2,426 33	Certificate, July, 1854.
House of Representatives	4,982 68	Certificate, July, 1854.
	7,409 01	

1854.—*2d Session 33d Congress.*

Senate	Part 1.	$4,575 82	Ap. 6, 1855, for $2,984 19 " 26, " " 1,591 63
"	" 2.	2,069 89	Certificate, July 24, 1855.
House of Reps	Part 1.	8,634 98	Ap. 6, 1855, for $5,902 23 " 26, " " 2,732 35
"	" 2.	3,975 30	Certificate, July 24, 1855.
		19,255 99	

1855.—*1st Session 34th Congress.*

Senate	Part 1.	$4,606 51	Certificate, June 18, 1856.
"	" 2.	4,077 53	Certificate, Aug. 14, 1856.
House of Reps	Part 1.	8,707 09	Certificate, June 18, 1856.
"	" 2.	7,846 75	Certificate, Aug. 14, 1856.
		25,237 88	

1856.—*3d Session 34th Congress.*

Senate	Part 1.	$3,808 45	Certificate, April 16, 1857.
"	" 2.	2,936 83	Certificate, May 13, 1857.
"	" 3.	3,475 08	Certificate, August 6, 1857.
House of Reps	Part 1.	7,120 96	Certificate, April 16, 1857.
"	" 2.	5,669 63	Certificate, May 13, 1857.
"	" 3.	6,480 56	Certificate, Aug. 6, 1857.
		29,491 51	

Question. Do you know whether any of these certificates were given before the work of the public printer was completed?

Answer. I do not; they were not issued until a complete copy of the work for which the certificates were given was deposited in our office.

Question. Was not a certificate issued for printing the second volume of the Japan Expedition after the plates were destroyed by fire in Philadelphia, and long before the work was completed by Mr. Wendell?

Answer. I could not say.

Question. As you had charge of that branch of the business, could you not say directly whether they were or were not?

Answer. Certificates for printing have never been issued until a complete copy of the work for which they were issued was in the office, to my knowledge.

Question. Will you confine your answer to this particular case, and

inform the committee whether the certificates were or were not issued before the completion of the printing?

Answer. I cannot answer specifically as to that particular case. I speak of the general practice.

Question, (by Mr. Harris.) Do your books show the date of these certificates?

Answer. Yes, sir; the books show the date of the certificates issued for printing, and also the date of the certificates for the insertion of the plates, which were given separate from those for printing.

Question. What do you mean by the insertion of the plates?

Answer. The printer is allowed so much per hundred for the insertion of the plates. They are not always ready for insertion at the time the printing is completed.

Question. What plates do you now refer to?

Answer. To those for the Japan Expedition.

Question. Do you know when the certificates were given to Mr. Wendell for printing the second volume of the Japan Expedition?

Answer. Yes, sir. The certificate was issued for printing the second volume for the Senate to Beverley Tucker, public printer, on the 22d of June, 1837, and for printing the copies ordered by the House to A. O. P. Nicholson, public printer, on the 25th of June, 1857.

Question. Do you know when the books were delivered?

Answer. No, sir; I could not tell. There was a copy of it in the office, from which the accounts were made up.

Question, (by the chairman.) How are these accounts of the public printer made up?

Answer. One copy of each of the different works is left in the office to make out the account from. It is examined in regard to the composition, the number of pages, kind of type, &c. Calculations are then made for the presswork, and each item of the account is carried to the proper column on the books.

Question. Can you make out a perfect and correct certificate until you have a complete copy of the work before you?

Answer. As far as the printing is concerned, a correct account can be made out as soon as the printing itself is completed.

Question. But not of the extra numbers?

Answer. Yes, sir.

Question. Has it not been the custom of Mr. Wendell to get accommodations from the Superintendent in the way of advance certificates for the work in progress?

Answer. I think he has had advance certificates for work before it was delivered, and when it was lying executed in his office.

Question. Do you know whether Mr. Wendell ever paid, directly or indirectly, any consideration to Mr. Seaman for these advance certificates?

Answer. No, sir.

Question, (by Mr. Harris.) Have you any knowledge or information whatever of any transactions in which Mr. Seaman received any con-

sideration for any contracts made by him as Superintendent of Public Printing?

Answer. I have not.

Question. (by the Chairman.) Do you know of any loans of money made to Mr. Seaman by either paper contractors, binders, or public printers, or by engravers or lithographic printers?

Answer. No, sir.

Question. Have you ever heard of any loans made by any of these contractors to Mr. Seaman?

Answer. No sir; I never have.

Question. Have you ever heard any of them say they had made such loans?

Answer. No, sir.

Question. Were you in the office during a conversation between the present Superintendent, General Bowman, Dr. Quail, and Mr. Arnold, of Philadelphia, who was a public binder, on the subject of a loan to Mr. Seaman, which he considered a payment on his waste leaf account?

Answer. I have no recollection of any such conversation; General Bowman has had a room separate from that which I have occupied most of the summer and fall. Mr. Arnold has been in the room occupied by me, but no such conversation has taken place there that I am aware of.

Question. What salary did Mr. Seaman receive while he was Superintendent of Public Printing?

Answer. When he first took the office his salary was $2,500.

Question. Was it afterwards increased?

Answer. It was afterwards increased, I believe, by resolution of the House, giving 20 per cent. additional compensation, making it $3,000 in the aggregate.

Question. Is that the present compensation?

Answer. Yes, sir.

Question. What was Mr. Seaman's condition in a financial point of view when he was appointed to the office?

Answer. I could not say.

Question. What was his reputation? That of a man of independent means, a man of wealth, or a man of limited means?

Answer. I think that of a man of limited means.

Question. Do you know that he was in debt?

Answer. I do not.

Question. Did you ever hear that he was embarrassed in his financial condition?

Answer. I never did.

Question. Do you know of his buying property during the period of his superintendency?

Answer. I know of his purchasing a house.

Question. Do you know what he paid for the house?

Answer. I do not.

Question. What was his mode of living some time after he went

into the office of Superintendent? That of a man of moderate means, or did he live in an extravagant manner?

Answer. I should say he was rather extravagant.

Question. Do you know what Mr. Seaman's travelling expenses amounted to in the years 1856 and 1857?

Answer. I do not.

Question. Was he in the habit of travelling much with his family, or did he generally go on business alone?

Answer. He generally went alone, I think.

Question. Was he in the office steadily, or was he absent a large portion of his time?

Answer. He was in the office every day when he was in the city. I think he used to go to New York perhaps once a week, or once a fortnight; sometimes once in two or three weeks.

Question. How long did he generally remain in New York?

Answer. He generally left here Friday night, and returned on Monday or Tuesday morning.

Question, (by Mr. Harris.) Did you keep any books with Mr. Seaman, connected with the business of the office, which are not now in the office?

Answer. No, sir.

Question, (by the Chairman.) Do you know whether any certificates for binding were issued before the work was completed?

Answer. No, sir.

Question. What was the per centage of difference in the contracts for the same kind of engraving and lithographic printing made by Mr. Seaman and those made by General Bowman?

Answer. I do not know.

Question. Do you know of Mr. Seaman paying Mr. Magargee, the paper contractor, a sum of money out of the funds received from paper, for waste leaves?

Answer. I know nothing of the particulars.

Question. Do you know of such a transaction?

Answer. I may have heard of such a transaction.

Question. Do you know what was said about the receipt of this money in the streets at the time, or about that time?

Answer. No, sir.

Question. Did you hear of any difficulty between Mr. Seaman and the binders about that time?

Answer. No, sir.

Question. Do you know what Mr. Seaman did with the money collected for waste leaves furnished for the binders?

Answer. I think he deposited it in the banking house of Suter, Lea & Co.

Question. In whose name did he deposit the money?

Answer. In his own name, on special account, I presume. I think I deposited a check there from some of the binders to his special account.

Question. Do you not know that the bids for the engraving and lithographic printing of the cattle in the Agricultural Report of 1855

were withdrawn from the Committee on Engraving and Printing after they had been sent into the office from the Superintendent of Public Printing?

Answer. I do not think they ever were in the office of Superintendent of Public Printing. There was no public advertisement for proposals for that work to my knowledge.

Question. How then was that contract let?

Answer. I think Mr. Seaman was instructed by the Committee on Engraving of the House of Representatives to contract with certain parties for that work.

Question. Did the Committee on Engraving instruct him to contract with certain parties, or to contract generally for the work?

Answer. With certain parties, I think, and at prices specified to be paid for the work.

Question. Was there any advertisement for executing the large lithographic and copper plates in the Pacific Railroad Survey?

Answer. I think there was.

Question. Do you remember what advertisements, if any, there were?

Answer. I think there were proposals invited for engraving the plates on copper, and for doing the lithographing, and also for illustrations on wood?

Question. Were those plates and illustrations let to the lowest bidder?

Answer. I think not.

Question. Why were they not?

Answer. I do not know.

Question. Do you recollect the difference between the lowest bid and the bid for which they were contracted?

Answer. I do not.

Question. Had, or had not, Mr. Seaman particular favorites to whom he gave this work?

Answer. He may have had.

Question. Were there not bids from responsible persons sent in for the execution of this work much lower than the bids accepted, which Mr. Seaman would not entertain at all?

Answer. I never was with Mr. Seaman when he was before the committee with these matters, and I do not know what action they took upon the bids.

Question. That is not an answer to my question?

Answer. I think there were lower bids.

Question. Were there not lower bids which Mr. Seaman would not entertain, or even send before the committee?

Answer. Not that I am aware of. They were all before the committee so far as my knowledge extends.

Question. Did you superintend this work yourself, or did Mr. Seaman attend to the matter of taking bids before the committee?

Answer. Mr. Seaman attended to it.

Question. Did Mr. Seaman open those bids before they were taken before the committee?

Answer. Not that I am aware of.

Question, (by Mr. Niblack.) Are you a practical printer?

Answer. I am; I served my time at that business.

Question. Was Mr. Seaman a practical printer?

Answer. He was.

Question. You regarded him, then, as a competent judge of material and work?

Answer. Perfectly so. He served his time with the Harpers, I believe.

Question. What were his habits as a business man for punctuality, &c.?

Answer. So far as I know they were correct.

Question. Did he ever have any conversation with you of a confidential character in relation to the manner in which he was managing this business, and as to the amount of money he was making out of it?

Answer. Never.

Question. I understand you to say, then, that all the intercourse you had with him was of an official character, such as would exist between officers of the same bureau or division of service, and that nothing of a confidential character, showing an insight into the profits of the business, existed between you?

Answer. Yes, sir.

Question. Do you remember of his ever talking to you about his private affairs?

Answer. I do not. I know nothing about his private affairs.

Question, (by Mr. Harris.) What was the position of Mr. Jewett in the office? Was he the confidential clerk of Mr. Seaman?

Answer. Not that I am aware of.

Question. Had he any confidential clerk while you were in the office that you are aware of?

Answer. No, sir.

Question. What was the habit of Mr. Seaman in paying for lithographic work—how did he pay for it, and at what time?

Answer. He never paid for it until the work was delivered, as I am aware of.

Question. Were there any contracts for that lithographic work that were not submitted to the committee?

Answer. Mr. Seaman contracted with Mr. Duval for transferring and printing a portion of the plates for the Mexican Boundary Report, and with Sarony & Co. for printing the chromo-lithographic views, and with John Cassin for executing the bird plates, but at prices, I think, which had been awarded by the committees for the same class of work.

Question. Had he been in the habit before of advertising for proposals for that work?

Answer. I think not.

Question. Was there any case in which he gave out contracts before previously advertising?

Answer. Those I have referred to, for a portion of the plates for the Mexican Boundary Report and Pacific Railroad Surveys.

Question. Was that a large contract?

Answer. It was. No more of the plates were printed from transfers, and proposals were advertised for for printing the balance of them

directly from the plates by direction of the committee, and they gave it out at a higher price than paid for transferring.

Question. Is that the only case within your knowledge?

Answer. It is the only case I recollect of.

Question. Are you aware of any case in which that kind of work was paid for and certificates issued prior to the completion and delivery of the work?

Answer. No, sir.

Question. Look at the fifth volume of the Pacific Railroad Survey, and tell me, if you are able, the price paid for the lithographic prints in that volume?

Answer. The quarto colored lithographs cost $2 60 per hundred.

Question. How many volumes of the Pacific Railroad Survey were ordered by the House and Senate?

Answer. 23,920 copies of each volume.

Question. There were then 23,920 impressions of each of these plates taken from the stones?

Answer. Yes, sir.

Question. One stone was sufficient to make that number of impres sions, was it not?

Answer. I think not; they are printed from transfers, I believe. They could not strike off the whole number of impressions from one transfer.

Question. But that is not equivalent to making a new stone?

Answer. No, sir.

Question. There were 23,920 copies of these plates in connexion with this volume?

Answer. Yes, sir.

Question. What does that amount to, at the price of $2 60 per hundred?

Answer. $621 92 for each quarto plate of 23,920 copies.

Question. How many plates are there in this fifth volume?

Answer. Twenty-six plates. And the cost of the quarto plates in colors is for the whole 23,920 volumes $16,169 92.

Question. There are other plates in this volume; what are they?

Answer. They are wood cuts.

Question. What did they cost apiece?

Answer. All of the larger size cost $45 apiece for engraving. I cannot now state what the smaller sizes cost.

Question, (by the Chairman.) What was the cost of engraving the plates of fossils, shells, &c., and such like matter?

Answer. $45 per plate.

Question. What was the cost of engraving the botanical plates?

Answer. $10 a plate for most of them; some of the more elaborate ones cost $12 and $13.

Question. State who did the wood engraving.

Answer. There were various parties who executed wood engrav- ing for these reports: Messrs. N. Orr, W. Roberts, Richardson & Cox, J. W. Orr, Lossing & Barrett, Van Ingen & Snyder, Whitney & Jocelyn, E. Ballman, S. J. Pinckney, Richard Major.

Question. Who did the engraving of the botanical and geological plates?

Answer. The botanical plates were engraved by Mr. Joseph Prestelle, near Buffalo, New York. Mr. Siebert, of this city, did the engraving of the geological and fossil plates.

Question. Who did the lithographic printing?

Answer. A. Hoen & Co., Sarony, Major & Knapp, and Thomas Sinclair.

Question. Now, take the first volume of Major Emory's report, and tell me what the engraving of the first plate in that work cost.

Answer. I do not know.

Question. Who executed the engraving of that plate?

Answer. That was not engraved under the superintendency of Mr. Seaman, nor were any of the engravings for that report, but the printing of all the plates were.

Question. State what was paid per hundred for the printing of all those plates.

Answer. Sixty-five cents for a portion of them, and sixty cents for another portion, and $6 per hundred.

Question. You stated a moment ago that Mr. Seaman had made a contract with Mr. Duval without advertising; and also that the Committee on Printing afterwards rescinded that contract, and let out the work to other parties at a higher price.

Answer. Mr. Seaman contracted with Mr. Duval for printing a portion of these plates from transfers at 60 cents per hundred. Major Emory objected to their being printed from transfers. He went before the Committee on Printing, I believe, and had the balance of the work which Mr. Seaman had not put in hand printed directly from the plates.

Question. And for printing directly from the plates five cents per hundred additional was paid?

Answer. Yes, sir.

Question. What is the difference in the cost of printing directly from the plates and in printing from transfers?

Answer. I am unable to say what the difference is to the printer; they cost the government five cents per hundred additional.

WILLIAM TOWERS recalled:

Question, (by the chairman.) Have you examined the statement of the cost of printing and the times in which the certificates for payment were issued, furnished by Mr. Williams, who has just testified before the committee?

Answer. I made it out, with the assistance of Mr. Williams, this afternoon.

Question. Will you state whether it be correct or not?

Answer. I believe it to be substantially correct.

Question. Do you know of any instance in which advance certificates were given for work, either to the public printer, to any engraver or lithographic printer or binder, before the work was completed?

Answer. I know of no case to any except to the public printer. It has been the custom of the office, from time to time, to give certificates for printing the large jobs before the work was entirely completed; not, however, before a complete copy of the work was in the office, from which the cost could be estimated. I know of cases where the certificates have been issued before the whole number of copies were printed.

Question. Do you know of any case in which the public printer has been paid for the whole number of copies ordered by Congress when the entire edition has never been printed and delivered by the public printer?

Answer. I know of no such case.

Question. Were all the copies of the Kansas report ordered by the House printed by the public printer, and delivered through your office at the folding room?

Answer. I do not know what was delivered through our office at the folding room, and what was not, either of that or any other document.

Question. Do you know whether the public printer was paid for that entire edition?

Answer. I cannot say that I know it, but I have no doubt of the fact. I could answer positively by reference to the books, but I have no doubt the whole number was paid for. I think the committee may take that for granted.

Question. Do you know of any instance where any binder has been paid for the entire edition when the entire edition has not been delivered to your office?

Answer. I do not; it has been the custom of the office to pay from time to time for the books delivered; I do not know of any case where payments have been made beyond that; it may have been done without my knowledge, but I know of no such case.

Question. Do you know of any instance where certificates for paper have been given to contractors when, in fact, that paper has not been delivered at the Superintendent's office?

Answer. I do not.

Question. Can you tell us the price paid during the years 1856 and 1857 for the different classes of paper purchased by Mr. Seaman, and the price paid for the same classes of paper by General Bowman, since his superintendency commenced?

Answer. By reference to the report of General Bowman, I find that in 1856 we paid for 45-pound paper, that is the term by which we designate a particular class, \$6 04$\frac{11}{16}$ a ream; in 1857, we paid \$6 13$\frac{8}{10}$ a ream for the same class, and in 1858 we paid \$6 00$\frac{8}{10}$ per ream.

Question. Was this last contracted for by General Bowman?

Answer. Yes, sir.

Question. What was the price contracted for by General Bowman, for 1859, for that class of paper?

Answer. \$5 37$\frac{3}{10}$. For 52-pound paper in 1856 we paid \$8 32; in 1857 we paid \$8 32, and in 1858 we paid \$7 93; this year we con

tract for none. For the 56-pound paper, from the commencement of the office up to the end of 1857, we paid the uniform price of $8 40 the ream; in 1858 we paid $7 84; our contract for the present year is $7 56; these are the principal classes of paper contracted for.

Question. Which of the years you have mentioned were under Mr. Seaman's superintendency, and which under General Bowman's?

Answer. Mr. Seaman contracted for the years 1856 and 1857, and General Bowman for the years 1858 and 1859.

Question. What is the per centage of the difference of price between Mr. Seaman's contracts and those made by General Bowman?

Answer. About ten per cent. in favor of the latter.

Question, (by Mr. Harris.) What was the character of the paper received by Mr. Seaman under these contracts, especially that received in 1855 of 45-pound paper?

Answer. That was the year for which Mr. Imlay, of Connecticut, was the contractor; the paper received under that contract was very good, I believe.

Question. Who had charge of the paper, and attended to the receipts and inspection of it at that period?

Answer. I do not recollect; that particular duty has been discharged at different times by several different persons.

Question. Were objections made to the quality of paper furnished by the contractors in 1854–'55?

Answer. I recollect that there was a very considerable invoice of paper received from Grant, Daniel & Co., who were the contractors for 45 lb. paper in 1854, which was rejected and sent back. There have been other invoices of paper from time to time rejected; but what became of them I am unable to say; some of them, I was informed, were afterwards received; whether any others were sent back I do not know. Until within the last year, however, I do not know that any other invoices of paper have been sent back except the one I have mentioned in 1854.

Question. Do I understand you to say that the invoice to which you refer was the only one received which was objectionable in quality during the period I have named?

Answer. No, sir. I said that was the only invoice which to my knowledge was sent back during that period. Other lots were rejected, but what became of them I cannot tell. I understand that some of them were subsequently received.

Question. Did you see any of the paper which was received and used for the public work?

Answer. I did.

Question. Are you a practical printer?

Answer. I am.

Question. Will you state what was the value of that paper? was it at all fit for the purpose for which it was designed?

Answer. Some of the paper used in the first work was, in my opinion, entirely unfit for the purpose. Certainly it was not such paper as was contracted for. I am not able to say to what extent it was used.

Question. Do you recollect the weight and value of any of the paper of which you are just speaking as unfit for use?

Answer. I do not. I am not certain that I ever saw any of it in the bundle. I saw it in the printed books afterwards. What I meant to say was that I had seen paper used in the public printing which was entirely unfit for the purpose.

Question, (by the Chairman.) Do you know of any reduction being made in the price of such paper from the original contract price?

Answer. I do not. I do not think any such reduction was ever made.

Question, (by Mr. Harris.) Did not these matters necessarily come under the notice of Mr. Seaman?

Answer. Very often, doubtless, they did not come under his notice; I am satisfied that he entrusted the matter to those who were charged with the performance of this duty. I do not think he gave it his personal attention unless called to it by the clerk having the matter in charge. How often that was done I am not able to say.

Question, (by the Chairman.) Do you not know of at least one instance in which an invoice of this 45 lb. paper was rejected by Mr. Darling, in 1854, when that rejection was known in your office, where a knowledge of that fact was communicated to Mr. Seaman, who afterwards received the paper?

Answer. I cannot recollect such a transaction at that time. It may have taken place in my presence and have escaped my recollection. I do not recollect any instance of the kind.

Question. Was the paper purchased by bids furnished at the office or was any of it purchased in open market?

Answer. None of it was purchased in open market, except very small quantities required for particular purposes by some of the executive departments, not amounting to more than $300 or $400 during the whole existence of the office.

Question. Were the contracts always given to the lowest bidders?

Answer. No, sir.

Question. What was the rule adopted in the office in that respect?

Answer. The rule observed was that established by the printing act of August 26, 1852, which is still in force, requiring the superintendent to "award the contract for furnishing all of said paper, or such class thereof as may be bid for, to the lowest bidder whose sample accompanying his bid shall most nearly approximate to the quality of paper (size, weight, and texture all considered) advertised for by said superintendent." The bidders furnished their own samples with the prices proposed for each class, and the superintendent awarded the contracts from them.

Question. Then the whole matter was left to the discretion of the superintendent?

Answer. There was a very considerable amount of discretion left with him.

Question, (by Mr. Niblack.) You state that you saw samples of that paper which was objected to and refused. What would you consider

the difference in value between the contract price and the real
e of that paper?
nswer. I suppose some paper was received by the government
h was not worth as much as the contract price by 10 to 20 per
. In what quantities I do not know. I saw some such used.
uestion, (by the Chairman.) What is the difference in the prices
for engraving and lithographic printing as between the contracts
e by Mr. Seaman and those made by Mr. Bowman.
nswer. In some cases the present Superintendent has contracted
ithographic printing at least 50 per cent. lower than his prede-
or. In all cases his contracts have been lower than were those
e by Mr. Seaman.
uestion. State particularly the difference in the prices paid for
engraving and lithographic printing for the last two Coast Sur-
Reports contracted for by Mr. Seaman, as compared with the
e report contracted for under Mr. Bowman. State the cost of the
rent charts or sheets which correspond in size in these reports;
if there is any deduction under General Bowman's contract, state
per centage saved on the work ordered.
nswer. The Coast Survey Report for 1855 contained sixty charts;
20 copies of each were printed. The cost of printing the whole
ber was $17,766 54, or $12 92 per 1,000 charts. None of these
ts were engraved under contract with our office.
ne report for 1856 contained sixty-seven charts; 22,950 copies
ach were printed, at an aggregate cost of $24,684 63, or $16 05
1,000 charts. Ten of the plates were engraved under contract
our office, at a cost of $1,575, or an average of $157 50 for each
.
ne work for the two reports mentioned was executed during Mr.
an's term of office.
ne report for 1857 is the only one executed since the appointment
eneral Bowman. It contains seventy-one charts; 14,150 copies
ach were printed, at an aggregate cost of $13,370 85, or $13 30
1,000 charts. Twenty-two of the plates were engraved by con-
with this office, at a cost of $1,098, or an average of $49 91 for
plate.
annot give a comparative statement of the difference in the cost
ne several charts, because under Mr. Seaman's superintendence
work was given out in lots, at a specified price for each lot, while
r General Bowman each chart was given out to the lowest bidder.
I state, however, that the average size of the charts for 1857 was
ter than were those for 1855 and 1856. As to the character or
ity of the work I know nothing, never having examined any of
work in either case. The resolution authorizing the printing of
e charts from year to year requires that they shall be executed
ne satisfaction of the Coast Survey Office; and they have, in all
ases referred to, received the approval of the Coast Survey Offic
re they have been accepted and paid for by the Superintendent of
ic Printing.
uestion, (by the Chairman.) What has been the amount paid to

General Bowman for travelling expenses since his appointment as Superintendent, in December, 1857?

Answer. The aggregate amount paid General Bowman is $82 80; besides which he has paid me for travelling expenses the sum of $46 40. This is the whole amount paid by the office for travelling expenses during the period General Bowman has been in office.

Question. Do you know anything about the account kept by Mr. Seaman for money received for paper furnished to the binders for waste leaves?

Answer. No, sir; I know nothing, except what I saw upon the books last summer during the investigation of this matter.

Question. Do you know whether Mr. Seaman kept any account etween the binders and himself, or between the binders and the overnment, in that particular?

Answer. I do not think he himself kept any account at all; I think it was kept by the person having charge of the binding.

Question. Do you know whether he charged himself with any particular sums received from the binders for that paper?

Answer. I do not know.

Question. Do you know whether he received any money from the binders for that paper?

Answer. Not of my own knowledge.

Question. What do you know from information?

Answer. I understood that from time to time he did receive from the binders sums of money for paper which he had furnished them for waste leaves.

Question. Did you hear anything about the deposit of that money in any bank or banking-house?

Answer. It was my understanding that he placed it on deposit from time to time at Suter, Lea & Co.'s.

Question. In whose name?

Answer. In his own name, I suppose.

Question. Do you know anything of the difficulty which arose about the deposit of that money, or of what was said by the binders about the time he paid Mr. Megargee a sum of money out of that fund, which had accrued from paper for waste leaves?

Answer. I do not recollect that any difficulty occurred with the binders about that matter.

Question. Was there no excitement or outside rumors about his conduct in that particular about that time?

Answer. I think not; nothing that ever came to my knowledge.

Question. Have you ever heard of any loans having been made to Mr. Seaman by any of the contractors, either for paper, engraving, lithographic printing, or binding?

Answer. I cannot say that I have heard that loans were made. I have heard it intimated that he had borrowed money and was indebted to some of these men; I do not know whom?

Question. How did you learn the fact?

Answer. I cannot tell.

Question. Did you ever hear either of the contractors say that they d loaned him any particular sum ?
Answer. I cannot say.
Question. Did you hear a conversation which took place between . Arnold, the binder, General Bowman, and others, in the Superendent's office, upon that subject?
Answer. I do not think I did. I know that Mr. Arnold was at the ce, and that he and General Bowman and Doctor Quail had some ıversation in relation to Mr. Arnold's indebtedness to the office for ste leaves; but if I heard any of the conversation I do not recolt what it was.
Question. Have you ever known or heard that Mr. Seaman received r per centage or bonus from any of the contractors for paper, en-ıving, lithographic printing, or binding?
Answer. I never heard of any such thing.
Question. Were you acquainted with Mr. Seaman's circumstances en he was appointed to that office?
Answer. No, sir; I had never seen him but once until he came into office as Superintendent of Public Printing. I had no acquaint-:e with him at all.
Question. What have you heard by general reputation about his ıdition at that time?
Answer. I have heard that his pecuniary circumstances were very l.
Question. Do you know anything about his circumstances when he the office?
Answer. I expect they were just about what they were when he ıe into it—without money and without credit. That is my im-ssion.
Question. Do you know whether he made any investments in real ıte here?
ınswer. There is a house in the city which is called his; whether ; or not I do not know. I understand that the deed is not in his ıe. Indeed, I do not know whether it is his house or not.
Question. Do you know whether he repaired that house at very siderable expense?
nswer. He did. After he became possessed of it it underwent y considerable improvement.
uestion. What was his style of living during his superintendency?
nswer. If you mean in relation to his domestic affairs, I cannot He had his house very finely furnished throughout. He kept horses most of the time and a carriage.
uestion. What would be the expense of living in that style in the of Washington?
nswer. It is very hard to tell; I think perhaps it would cost me or six thousand dollars a year, judging from what it costs me to in the style in which I do now. The outside indications of his ıg were very extravagant; I visited his house very seldom.
uestion. Do you know the amount of his travelling expenses rged to the government during the years 1854, 1855, and 1856?

Answer. I only know about them so far as they were paid out of our own office fund, which was in 1857. I know nothing about those expenses for preceding years; there was no record of them ever kept in our office.

Question. Do you think it was necessary for Mr. Seaman to go to Philadelphia and New York to superintend the engraving and lithographic printing as often as he went?

Answer. I do not know what I might think were I placed in his situation.

Question. Do you think it was necessary for him, or any other Superintendent, to go to those places as often as he went, upon public business?

Answer. I hardly think it was; if I had been Superintendent I do not think I should have considered it necessary to go as often as he did.

Question. Do you think the business has been as well attended to by Mr. Bowman as it was by Mr. Seaman in that particular?

Answer. I think it has; but during Mr. Bowman's superintendency we have had very little of that kind of work which would require the attention of the Superintendent out of the city. Under Mr. Seaman we had; all those illustrated works were got up during Mr. Seaman's superintendency.

Question. Is not some of that work going on now?

Answer. Some; but very little.

WEDNESDAY MORNING, *February* 2, 1859.

Mr. HENRY LAWRENCE sworn.

Question, (by the Chairman.) Where do you reside?

Answer. 88 John street, New York.

Question. What is your business?

Answer. A lithographer.

Question. Have you ever done any business for the government?

Answer. Yes, sir.

Question. What business?

Answer. The lithographing of Captain Marcy's Report, and a portion of the Report of the Japan Expedition, the Pacific Railroad Report and two maps of the President's message.

Question. Who was the Superintendent of the Public Printing at the time that work was done?

Answer. Mr. Seaman.

Question. Do you recollect the amount received from the government for that work?

Answer. Pretty nearly; the lithographing of Captain Marcy's Report cost $10,000; I do not remember exactly what the other work cost.

Question. State about the amount?

Answer. The lithographing of the Japan Expedition and Pacific Railroad Report together amounted to about $6,000.

Question. Did you do any further work for the government?

Answer. I had the lithographing of two maps last year for the President's message; I forget whether Mr. Seaman was Superintendent of Public Printing then or not; I rather think that Mr. Bowman was the Superintendent at that time.

Question. How was the work let for lithographing the illustrations for Captain Marcy's Report, the Japan Expedition, and the Pacific Railroad Report.

Answer. The lithographing for Captain Marcy's Report was given to me by the Committee on Engraving, and so was the work for the Japan Expedition and the Pacific Railroad Reports.

Question. Did you see the committee in person?

Answer. Yes, sir.

Question. Were bids made for the work?

Answer. I believe there were.

Question. Was there an advertisement of the work to be done?

Answer. I think so; to the best of my recollection there was. I know there was for the work for the Pacific Railroad and Japan Expedition Reports. Whether there was for the other I do not remember.

Question. What particular work did you do for the Report of the Japan Expedition?

Answer. I transferred plates from copper to stone.

Question. What particular work did you do for the Report of the Pacific Railroad Survey?

Answer. The same description of work—the transfer of plates of shells, fishes, birds, and other specimens of natural history.

Question. What did you receive per plate for that work?

Answer. I received sixty cents per hundred; that was the cost of transferring and printing, and out of that I had to pay all the expense of delivering the same here in Washington.

Question. What is the ordinary price of such work in New York?

Answer. I think that was about the ordinary price, and I thought a fair price at the time.

Question. Have you not said that it could be done for thirty cents a hundred?

Answer. Never.

Question. What had Mr. Seaman to do with those contracts with you?

Answer. As I understand it, nothing more than receiving the work from me and superintending the work while it was in progress.

Question. Had he nothing to do in making the contract and carrying it out?

Answer. No, sir. My contract came from the Committee on Engraving, as I understand it.

Question. In all cases?

Answer. There were only two cases—the ones I have mentioned.

Question. You spoke of three.

Answer. Two only under Mr. Seaman's superintendency. The maps were given out, I believe, by Mr. Bowman.

Question. You mentioned Captain Marcy's Report, the Japan Expedition, and the Pacific Railroad Report.

Answer. The Pacific Railroad Report and the Japan Expedition Report were included in one contract.

Question. Did you bring any of your books or accounts with you?

Answer. I did not.

Question. I see, by the report of the Superintendent of Public Printing, that you are charged with $10,000, received for work on Marcy's Report; $360 60, for work on the Japan Expedition; and again, for $5,736 96 for work done on the Pacific Railroad Surveys.

Answer. Those are about the amounts, to the best of my knowledge.

Question. Will you state whether you received the entire amount on these several items through certificates given by Mr. Seaman?

Answer. I did.

Question. Will you state whether any deductions, by way of compensation, were paid out of those sums?

Answer. No deductions were made. I received these amounts in full through certificates given from the office of the Superintendent of Public Printing.

Question. Have you ever made bids for any other work?

Answer. Yes, sir.

Question. Will you state for what?

Answer. I can scarcely state them. I have made bids for so many works that I cannot recollect them with certainty.

Question. No other contract was awarded to you, as I understand?

Answer. No, sir.

Question. Will you state whether you have ever paid any amount, directly or indirectly, in the way of per centage, or any other consideration, for those or any other jobs, to Mr. Seaman, or to any other person representing Mr. Seaman?

Answer. I have not.

Question. Did you loan, during the progress of this work, any money, directly or indirectly, to Mr. Seaman?

Answer. I did not.

Question. Did Mr. Seaman ever propose to give you work for a per centage or a consideration?

Answer. He did not.

Question. Do you know of any one who has had contracts from the government for engraving or lithographic printing, or any other work, who has paid, directly or indirectly, any consideration to Mr. Seaman, or to others for him, for work or contracts?

Answer. I do not. I can only say, as regards Mr. Seaman and myself, that I have had very little to do with him as regards money or business. I had very little business to do with his office, and what little I did, I received the work from time to time, and was paid for it in full. There were others who had larger jobs.

With the consent of the committee I will make this explanation of a former answer: I certainly do not know that I have ever paid anything to Mr. Seaman, nor do I know that I ever paid anything to any one representing Mr. Seaman. When I first came to the government for patronage I was induced to speak to certain gentlemen as lobby agents, who told me that, for a consideration, they could show me how I could get work. In such cases I have paid money to

hem, but I believe they did not represent Mr. Seaman or have anyhing to do with him.

Question. What are the names of these gentlemen?

Answer. Peter Gorman is one of them.

Question. Any one else?

Answer. I have given small amounts to Alderman Hart.

Question. Where does he reside?

Answer. I do not know; in New York, I presume. The amounts paid to him were very trifling.

Question. Will you state the amounts?

Answer. They were very small; I think not more than $100 in all.

Question. What was the amount paid by you to Mr. Gorman?

Answer. I think he received somewhere in the neighborhood of $800.

Question. Did you pay money for that purpose to any person else?

Answer. No, sir; not that I remember.

Question. Was that a per centage on the contract or a gross amount?

Answer. As I understood, it was a per centage?

Question. A per centage of how much?

Answer. I think eight or ten per cent. I was at the time on here rying to get work from the government, in 1854. I got introduced o some one and told him what I wanted. He told me he thought he ould help me, and gave me to understand that it was always cusomary to allow parties something for such assistance, and I promised o do what was right.

Question. What did Mr. Gorman do for you?

Answer. I do not know that he did anything. I rather think he lid not do anything.

Question. What did he report to you?

Answer. Nothing at all that I am aware of.

Question. Do you know whether he saw Mr. Seaman upon the subject?

Answer. I do not think he was scarcely acquainted with Mr. Seaman. At that time I scarcely knew Mr. Seaman myself.

Question. Do you know whether Mr. Gorman was acquainted with Mr. Seaman?

Answer. I do not. I believe that at that time the Superintendent of Public Printing had nothing to do with the engraving. I think it was not placed in his charge until about a year afterwards. I did not receive the contract from Mr. Seaman on which I paid a per centage. It was given directly by the Committee on Engraving.

Question, (by Mr. Covode.) How did these men use the money which you paid them for obtaining the contract?

Answer. I do not know. I suspect they took advantage of my verdancy in the matter.

Question. Did they tell you what they were going to do, or what they had done?

Answer. No, sir; they did not specify. I was rather verdant, which I suppose they saw and took advantage of to make out of me what they could. I have no feeling on the subject; nothing to complain of. I merely state the facts.

Question. Do you know who were the members of the Committee of the House on Engraving at that time?

Answer. I do not remember all the members. Mr. Riddle, of Delaware, was chairman.

Question. Have you ever heard of any other contractor paying to parties under similar circumstances?

Answer. I have not.

Question. Will you state whether you suggested to any one that you knew matters that ought to go before the committee?

Answer. No, sir; I am certain that I did not.

Question. Had you any conversation with any parties in New York after the appointment of this committee upon this subject?

Answer No, sir; I did not know that the committee had been appointed until the other day.

Question, (by Mr. Niblack.) Did you consider the work done by you executed in the best style you could execute it?

Answer. Yes, sir.

Question. Did you do that work as low or lower than you would have done work of the same description for private individuals?

Answer. I did it at about the same price I would charge private individuals.

Question. Did you ever hear any other contractor say he had received a higher price?

Answer. No, sir.

Question. Will you state whether the work now done for the government of the same quality is done for a higher or lower price than that done for you under Mr. Seaman's superintendency?

Answer. I know it has been done at extremely low prices. The quality of the work I am not able to state, for I have not seen it. My whole objection to doing work for the government at this time is that the prices paid are too low. It is not a profitable business, and does not even pay.

WEDNESDAY EVENING, *February* 2, 1859.

RICHARD MAJOR sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In Brooklyn, New York.

Question. Where is your business place?

Answer. In New York.

Question. What is your business?

Answer. Lithographer.

Question. What is the firm?

Answer. Sarony, Major & Knapp.

Question. Have you ever done any business for the government?

Answer. Yes, sir.

Question. Who was Superintendent of the Public Printing at the time the business was done?

Answer. Mr. Seaman.

Question. What work did you do for the government under Mr. Seaman's superintendency?

Answer. I could not enumerate the jobs without the books, which I have left at my hotel. I could not enumerate the different jobs from memory. We have done quite a number of them.

Question. How were the contracts for this work done for the government?

Answer. By making bids on the work which we did, I believe, in almost every case.

Question. Did you do any work for which you did not make any bid?

Answer. I think we did some few jobs. On reflection, I think there was no job done by us on which an estimate was not made; what I had reference to was, that it was not in answer to an advertisement. In some cases bids were made in response to advertisements, and in other cases we made estimates for the work and it was given to us without being previously advertised. There was no work put into our hands on which we had not made an estimate, with one exception. This related to six maps that were put into our hands, and the reason that we did not make estimates on these maps was that the draughts were incomplete.

Question. Did you make estimates upon any work for which other estimates or bids had not been called for?

Answer. That I could not say.

Question. With whom did you close these contracts generally?

Answer. I think it was done in all cases with Mr. Seaman.

Question. What rule prevailed in regard to the letting of these contracts? Were they in all cases let to the lowest bidder?

Answer. That I am not able to say.

Question. Have you been informed by Mr. Seaman, or others, whether your bids were the lowest?

Answer. No, sir; I was never informed whether they were or not.

Question. How have you generally communicated your bids—to Mr. Seaman directly, or to Mr. Seaman through others?

Answer. Directly to Mr. Seaman, or to the Committee on Engraving, in which case the bids went through Mr. Seaman, I believe.

Question. Have you ever employed persons in the city of Washington to procure work for you from the government as your agents?

Answer. No, sir.

Question. Have you ever paid any person in Washington or in New York, or in any other place, for aiding or assisting in getting this work for you?

Answer. No, sir.

Question. Are the gentlemen named by you the only persons interested in your business firm?

Answer. Yes, sir; they are the only ones.

Question. Had you a branch in the city of Washington?

Answer. Yes, sir.

Question. Who was interested in your branch of the business in Washington?

Answer. That would cover a rather large scope. Many were interested, because many were at work there.

Question. Who were interested in the proceeds of the contracts made by your firm with the government?

Answer. We never have had any special arrangement outside of our firm to secure work either for the firm in the city of New York or here.

Question. I think you cannot misunderstand my question, and you have not answered it. Will you be kind enough to state the parties who were interested in your branch located in Washington?

Answer. I do not object to state that one party, besides those now connected with the firm in New York, was interested.

Question. State who that party was, and what was his interest?

Answer. That I cannot do. Anything that bears directly upon the case I have no objection to answer.

Question, (by Mr. Harris.) Do the committee understand you to decline to answer that question?

Answer. I do not hesitate to say that Cornelius Wendell was interested in that concern.

Question. Will you state how he was interested?

Answer. In assisting us to get work.

Que tion. Upon what terms?

Answer. I will define his position. Our object at that time was more particularly to get work from the departments. We thought Mr. Wendell could assist us in getting work from the various departments, and that was the object of our starting the concern at Washington. As to our arrangements with Mr. Wendell, there were no terms agreed upon. He was to have no specified per centage upon the work.

Question. Did you agree to give him anything, or any interest?

Answer. We did on such work as he might get for us.

Question. Will you be kind enough to state what it was?

Answer. We did not agree to pay him any specified sum. I will give the particulars of the matter as nearly as I can remember. There has never been any specific agreement between us, either by contract in writing or verbally. I asked Mr. Wendell if he thought he could not get us work in the different departments in Washington. He said he was well acquainted; he could introduce us, and had no doubt could give us assistance in that way. In talking the matter over, we decided to have a branch of our concern here, and it was understood that if Mr. Wendell got us work he would be remunerated for it; but there were no terms specified at all.

Question. How much do you generally pay upon work which Mr. Wendell procured for you?

Answer. We have not paid anything, because I do not know that he ever procured any for us.

Question. Have you ever paid anything on such work, or for procuring it for you?

Answer. No, sir.

Question. Have you ever paid him, either directly or indirectly, for such service?

Answer. No, sir; we have not.

Question. Have you ever paid any one else for such service?

Answer. No sir.

Question. What became of your branch in Washington?

Answer. We broke it up; sold a part and removed the other part to New York.

Question. What building did you occupy here in Washington?

Answer. We occupied the upper part of the Union Building.

Question. Of whom did you rent it?

Answer. Of Mr. Wendell.

Question. You stated that Mr. Wendell had an interest in the business here. Will you state more definitely what that interest was?

Answer. I believe I stated that Mr. Wendell had an interest in the business that pertained to getting work for us. But the work that we did in that concern was not procured by Mr. Wendell at all; it was merely a part of the contracts that we obtained from the government in the usual way.

Question. Was there any person else in the city of Washington who had an interest in that business?

Answer. No, sir.

Question. Had Mr. Seaman, the late Superintendent of Public Printing, any interest in that business?

Answer. None, sir.

Question. Did you come here through his solicitation or advice?

Answer. No, sir.

Question. Was it at Mr. Wendell's solicitation or advice that you came here?

Answer. His advice may have influenced us. It was a purpose we had thought of ourselves, and without the solicitation of any one; but, on consultation with Mr. Wendell, he advised us to do it.

Question. Did Mr. Wendell put any capital into the branch of the concern here?

Answer. No, sir.

Question. Has there ever been any settlement between Mr. Wendell and your firm for service rendered by him?

Answer. No, sir.

Question. Has your firm not paid money to other persons, knowing it to be for the benefit of Mr. Wendell?

Answer. No, sir.

Question, (by Mr. Covode.) Did Mr. Wendell ever get any money out of that concern, or the profits of it?

Answer. No, sir.

Question, (by the Chairman.) Have you ever paid anything, directly or indirectly, to Mr. Seaman, or to any other person, knowing or believing it to be for his benefit, for any contract during his superintendency?

Answer. No, sir; we have not.

Question. Have you ever loaned any money to Mr. Seaman during your business connexion with that department, which loan enured in any way to the benefit of Mr. Seaman, in connexion with your business transactions with him or his office?

Answer. No, sir; we have not.

Question. Did you, or your firm, loan any money to Mr. Seaman during your business connexion with his office?

Answer. That I decline to answer.

Question. Is Mr. Seaman now indebted to you for any amount of borrowed money, loaned to him during your business connexion with that office?

Answer. No, sir; he is not.

Question. Is the amount that you received for lithographic printing from the government entered on your book of receipts or on your cash-book?

Answer. All except one item.

Question. What item is that?

Answer. It is a payment of $2,576 that we empowered Mr. Wendell to collect for us, and which he is now indebted to us for.

Question. When was that collected?

Answer. I could not give you the date.

Question. About how long since?

Answer. As near as I can recollect, I should say it was probably about nine months; he collected several accounts for us.

Question. Has he paid the other items over?

Answer. Yes, sir.

Question. What excuse did he give for not paying that item?

Answer. No excuse at all; I knew it was during a time when he was short of money, and as we were in easy circumstances, I volunteered to give him the use of the money, which he said I could draw on him for at any time at three days' sight.

Question. Do you hold his paper for that amount?

Answer. No, sir; we only have his word for it.

Question. Did you give Mr. Wendell a power of attorney to collect this money from the government?

Answer. I believe not.

Question. How did he receive it then?

Answer. I endorsed the bills payable to Mr. Wendell, and left them in charge of the Clerk of the House of Representatives, with directions to pay to Mr. Wendell.

NATHANIEL ORR sworn.

Question, (by the Chairman.) Where do you reside?

Answer. In New York.

Question. Where is your office?

Answer. At No. 52 John street.

Question. Have you done any business for the government?

Answer. Yes, sir.

Question. Under whose superintendency?

Answer. Mr. Seaman's.

Question. What have you done for the government?

Answer. I did the illustrations for a portion of the Japan Report, also for the Pacific Railroad Report, for the Military Report, and for the mechanical part of the Patent Office Report. That is all I recollect now.

Question. How was that work contracted for?

Answe A portion of it was advertised in the papers, and I bid for i .

Question. To whom did you send your bid?

Answer. To the Superintendent of Public Printing, at Washington.
Question. To Mr. Seaman?
Answer. Yes, sir.
Question. What portion did you bid for under those circumstances?
Answer. I do not recollect how much of it.
Question. Was yours the lowest bid?
Answer. I was informed so by a communication from a clerk in the Superintendent's office.
Question. Did you get the work on all your bids included or embraced?
Answer. My first bid on the Japan Expedition was for fifty pages or more. I did not do quite as much.
Question. Why did you not do it all?
Answer. I cannot say, unless it was that I could not do the work fast enough. The work was hurried, I know.
Question. Was there any demand for the work more than you could supply.
Answer. I could hardly say. I was hurried upon it every time Mr. Seaman was in New York.
Question. Were you relieved in your engagement for supplying the work as to time?
Answer. The time was not specified.
Question. What was said at the time about your not getting the whole work your bids embraced?
Answer. I do not know what was said. I was rather ignorant of the proceedings in connexion with contracts from the government, and I took the work furnished me and executed it.
Question. Who got the work that should have been awarded to you under your bid?
Answer. I think my brother got some of it, Lossing & Barrett, and, possibly, Roberts. I could not specify with certainty.
Question. Do you know whether they made bids upon the work originally?
Answer. I do not.
Question. How was that work given them?
Answer. I do not know.
Question. Have you understood anything about it?
Answer. No, sir.
Question. Did Mr. Seaman explain to you the reason of not giving you the entire work?
Answer. I never asked him for any explanation.
Question. Was it explained in the office when you called for it?
Answer. The work was furnished me by the artist who made the drawings in New York.
Question. How did you get the work for which you did not bid on advertisement?
Answer. The Military Report I bid so low for that I believe I secured it for that reason. I learned from other parties who had seen it that I took it too low, and could have secured it at a higher price.
Question. Who gave you the work, directly?
Answer. Mr. Seaman. He told me that he had the work to be

executed; that he had bids on it, and invited me to examine it at his hotel, and bid for it, which I did.

Question. Has any one called on you to do work as the agent of Mr. Seaman?

Answer. No, sir.

Question. Do you know of any one in New York who acted for Mr. Seaman in letting work to be done?

Answer. I do not.

Question. Did you ever hear that Mr. Ackerman was his agent for that purpose?

Answer. No, sir. The first I ever knew of the government having engraving to do, some one told me that Mr. Ackerman had some work left there for engravers to call and see and bid on. I do not know what work it was.

Question. Did Mr. Ackerman ever call on you to do work for the government?

Answer. No, sir; I never have seen the gentleman.

Question. How was the work for the mechanical part of the Patent Office Report taken by you?

Answer. It was let to me without bids, I imagine. I may have made a statement of what I would do it for; I do not recollect. I received a letter from the office stating that I could have a portion of it at a price named. The work was done at so much per page.

Question. You took it at that price?

Answer. Yes, sir.

Question. How much was that per page?

Answer. I think it was done for $26 50 per page for the report of 1856.

Question. For doing what particular work?

Answer. The engraving.

Question. Did you furnish the wood?

Answer. No, sir.

Question. Did you furnish your own drawings?

Answer. No, sir.

Question. Did you do the electrotyping?

Answer. No, sir.

Question. Nothing but the engraving?

Answer. That was all.

Question. What was the work for the mechanical part of the Patent Office Report done for? (1855.)

Answer. I did not do any of that work. I understood it was for $35 per page for the same work in 1855.

Question. Was it offered to you?

Answer. A few pages were sent to me at that price, but I could not execute them.

Question. Have you had any connexion with agents or others in the city of Washington interested in procuring work for you?

Answer. No, sir; none at all.

Question. Do you recollect the exact amount of work you have done for the government?

Answer. I think about $16,600. I intended to have made a note

ut when I left home a part of my books were at my house and
t my office.
ion. Did you receive the full amount of your contracts from
ernment?
er. Yes, sir; every dollar.
ion. Have you ever paid any per centage or anything to any
onnected with the office of the Superintendent of Public Print-
ectly or indirectly, for any job or contract?
er. No, sir.
ion. Did you do all the work on the Patent Office Report of

er. I did all my contract called for.
ion. Did you pay your workmen by the day or year, or by
?
er. That is a very difficult question to answer. I paid some
by the week and others by the piece.
tion. Did you let any of the work out by the page?
er. No, sir.
tion. Or by the square inch?
er. There were some men employed by me who also worked
r houses, giving me the preference when I had work for them.
paid by the piece.
tion. In what way did you employ them?
er. I gave them blocks to execute; sometimes there are four
locks in a page.
tion. Then you paid them by the square inch?
er. Yes, sir; the work was returned, and I gave it the final
yself.
tion. Did you ever loan Mr. Seaman any money?
er. I have never loaned him one dollar.
tion. Were all the contracts which you received given you
from the Committee on Engraving, or by the Superintendent
ic Printing?
er. I received them from the Superintendent.
tion. Was there a specific contract with you for any given
of pages of the Japan Expedition?
er. My impression was that I was to receive fifty pages; but
a error. In the advertisement they called for bids for fifty
more or less; and as that was the first job ever done by me for
ernment, my impression at the time was that my contract was
pages.
tion. Did you receive your contracts for engraving the me-
l part of the Patent Office Report directly from Mr. Seaman?
er. Yes, sir.
tion. Do you consider the wood engraving which you did for
ernment done at as low a price as it could have been done at
e well?
er. Yes, sir; I will state that at this present day I would not
ontract for less than I did those contracts; I bid low on them
ope of doing a larger business; my business with the New
ublishers, as a general thing, pays a larger per centage; these

contracts were large for my business, and I took them at a less rate from that consideration than I would otherwise have done.

THURSDAY MORNING, *February* 3, 1859.

RICHARD MAJOR recalled.

Question, (by the Chairman.) As you declined to answer a question last evening which the committee thought necessary in this investigation, I am directed to put that question again. Did you or your firm loan any money to Mr. Seaman, either directly or indirectly, during your business connexion with his office?

Answer. I decline to answer.

[The Committee directed the witness to retire, and on consultation resolved to report the case to the House for their action, but the witness returned before the case was made up and stated that he had reconsidered his determination not to answer the above question, and was now ready to answer. The Chairman then repeated the question as above stated.]

Answer. I did, sir.

Question. Will you state the amount?

Answer. $3,550.

Question. When did you make that loan?

Answer. $1,000 was loaned on the 7th of July, 1856; the same amount was loaned September 9, 1856; $1,350 on the 20th of May, 1857, and there was a loan of $200 for which I do not seem to have any entry on my cash-book. Upon looking over my memorandum book I found that I loaned Mr. Seaman $200 at another time, but I cannot find the date.

Question. What book is that you are now examining?

Answer. It is our cash-book.

[Mr. Harris here took the book to examine as to the entries in question, during which Mr. Seaman had a private conversation with the witness. The witness then rose and objected to having his books examined. Mr. Harris asked the witness whether Mr. Seaman had suggested that objection to him; the witness replied that he had.

The committee then unanimously resolved to exclude Mr. Seaman from their sittings for the present.

The witness explained that he objected to the examination of his books generally, and not as to their examination in connexion with these entries; and he desired further to say that he should have made that suggestion apart from any suggestion from Mr. Seaman.]

Question, (by Mr. Harris.) You find entries there for all the loans you have made to Mr. Seaman in your cash-book, except $200?

Answer. Yes, sir.

Question. There is an entry upon this cash-book to which you refer of $1,000 on the 7th of July, 1856, to J. F. Knapp for A. G. Seaman; will you be good enough to state who Mr. Knapp is?

Answer. He is one of my partners.

Question. Why is this loan not charged directly to Mr. Seaman?

Answer. Simply because I did not wish to have it appear so on the book. It was originally charged to Mr. Knapp for A. G. S., and after I was subpœnaed I added the full name for my own direction.

tion. Why then does the entry disclose the fact that it was for aman?
wer. Because it was an explanation of the fact of this amount ng charged to Mr. Knapp, and to show where the money went.
tion. The entry is "J. F. Knapp for A. G. Seaman," and I tand you to say that it was not charged to Mr. Seaman directly, e you did not wish it so to appear upon the book, and that you it to J. F. Knapp for A. G. Seaman, because it was not d to Mr. Knapp and you wished to show where the money why did you not desire it to appear on your book that Mr. n had borrowed this $1,000?
wer. To avoid the issue that now comes up, that I had loaned aman money.
tion. What reason had you to fear that you would be embar- in any such issue from the fact that you had loaned Mr. Sea- oney?
wer. No particular reason further than the natural inference we had loaned Mr. Seaman money it was connected with his affairs, and we did not wish to implicate him in any such way.
tion. Your reason, then, for not charging it directly to Mr. n was that you feared the appearance of the loan on your books implicate him; is it your habit to charge all loans that you n your books to other parties?
wer. No, sir.
tion. Are any of the other entries on this page of your cash r money loaned?
wer. The entry that I drew your attention to was for money to Mr. Seaman.
tion. Are any of the other entries for money loaned to other ?
wer. I presume there are instances there of moneys loaned to arties.
tion. When you made loans of money, as a general thing, was habit to enter the loan directly to the parties in your book?
wer. Yes, sir.
tion. The book disclosed the name of the party who borrowed ney?
wer. Yes, sir, the name of the party appears in each case, ex- e ones I have explained.
tion. Under what circumstances was this loan made to Mr. n?
wer. He asked me to loan him the amounts which are charged

tion. Has Mr. Seaman ever repaid this $1,000?
wer. Yes, sir.
tion. Did you give him the money directly?
wer. Yes, sir.
tion. Was Mr. Knapp a partner in your house in New York?
wer. Yes, sir.
tion, (by Mr. Niblack.) Did Mr. Seaman ever suggest to you propriety of having this entry appear upon your books?

Answer. No, sir.

Question. How was the idea suggested that there might be an impropriety in having the loan appear on your books as charged to Mr. Seaman?

Answer. Merely knowing that he occupied the position which he did, and from the general rumor that whoever got contracts had to pay for them, and we wanted to avoid implicating him, as I stated before.

Question. Were you an old acquaintance or a personal friend of Mr. Seaman's before you made these contracts?

Answer. No, sir.

Question. Have all these amounts to which you have testified as having loaned to Mr. Seaman been repaid?

Answer. They have.

Question. Have they been paid in money or by some general arrangement in reference to this transaction?

Answer. They have been repaid in money or a certified check.

Question, (by Mr. Gartrell.) When were they repaid?

Answer. At different times.

Question, (by Mr. Niblack.) Before the news of this investigation had gone out?

Answer. Part before and part since.

Question. What part before and what part since?

Answer. $200 before and the balance since.

Question. Give the date, if you can, of the repayment of these latter and larger amounts?

Answer. I think they were repaid on the 29th day of January.

Question. All at once?

Answer. Yes, sir.

Question, (by the Chairman.) Was that before or since you were subpœnaed to attend this committee?

Answer. Since.

Question. Did you communicate the fact to Mr. Seaman that you had been subpœnaed to attend this committee as a witness?

Answer. I did not previous to asking for the money.

Question. Did he state to you that he had the information that you had been or would be subpœnaed?

Answer. He did not.

Question. How long after this subpœna was served was it?

Answer. I am not certain; I do not remember the date when I was subpœnaed; it may have been the same day, and it may have been two or three days after.

Question. Had you any conversation as to this investigation and his indebtedness with Mr. Seaman before the money was paid?

Answer. No, sir; no conversation.

Question, (by Mr. Niblack.) I will now ask you whether, at the time Mr. Seaman made this last payment, there was any understanding between you that the money was to be repaid to him after this investigation had closed?

Answer. No, sir; no such understanding at all.

Question, (by the Chairman.) Is it your habit to loan money to

business men, your acquaintances, and allowing such loans to stand for one, two, or three years?

Answer. I do not know as to habit; such cases have occurred; this is not the only one.

Question. Did you take any memorandum or note from Mr. Seaman at the time for the loan?

Answer. No, sir.

Question, (by Mr. Gartrell.) Is there any other such case, then, on your books; and if so, please point it out to us?

Answer. I do not know that I could, without taking the trouble of going over the whole books; these cases occur occasionally.

Question, (by Mr. Harris.) I find that on the 9th of September, 1856, there is this entry: "J. F. Knapp for A. G. Seaman, $1,000." Was your reason for making this entry in that form the same as you gave for the other?

Answer. Precisely.

Question I find that on the 20th of May, 1857, there is this entry: "J. F. Knapp, $1,350;" for whom was that money intended?

Answer. That was a loan to Mr. Seaman.

Question. Why is it that Mr. Seaman's name does not appear in that connexion?

Answer. The draft was made by Mr. Knapp when he was here in Washington. He drew on me for the amount of $1,350. At the time I made the charge I did not know the purpose it was intended for. He afterwards explained that it was a loan to Mr. Seaman.

Question. What business had Mr. Knapp in the city at that time?

Answer. He was here to attend to the business affairs of the firm in relation to the work we were doing for the government.

Question Did you about that time make any contract for work with the superintendent of public printing?

Answer. Not that I am aware of.

Question. How soon after that date did you make any contract for public work?

Answer. That I could not tell.

Question. Did you or did you not make any contract with Mr. Seaman for public work between September, 1856, and June, 1857?

Answer. Yes, sir.

Question. Are you able to say what those contracts were?

Answer. I am not able to say without an examination of the books.

Question, (by Mr. Harris.) The first loan of $1,000 was July 7, 1856. When did you ask a repayment of that loan from Mr. Seaman?

Answer. I cannot give the date. I simply state that I did ask him to return it.

Question. Can you state about what time the request was made?

Answer. I cannot give you any idea of the time at all.

Question. Was it recently?

Answer. No, sir; not when I first asked him.

Question. Have you made application for the loans subsequent to that one of July, 1856?

Answer. I have, sir.

Question. Do you recollect about what time you made this application; was it recently?

Answer. It was at the date I gave you before. I did not apply previously. That was for the subsequent amount.

Question. Then I understand you to say that as to the first loan of $1,000, in July, 1856, you did make application prior to the application made since you were subpœnaed as a witness in this case; but as to the loan of $1,350, and the loan of $1,000, in September, 1856, and May, 1857, you never made any application for repayment until after the service of the subpœna upon you as a witness in this case?

Answer. No, sir; I did not.

Question. Now then be good enough to tell the committee why it was that you did not make any such application?

Answer. I had no particular reason.

Question. Do I understand you to say that it is your habit as a business man to make loans of money and allow them to stand for one or two years without demanding payment?

Answer. No, sir; that is not my habit?

Question. Are you accustomed to make loans under such circumstances?

Answer. I am not.

Question. Why did Mr. Seaman's case constitute an exception to your usual habit?

Answer. Merely because I was disposed to accommodate him by these loans.

Question, (by Mr. Niblack.) I suppose then this disposition to accommodate had some reference to the facility with which you might get contracts in the future, was it not?

Answer. I had no desire in that way at all.

Question, (by the Chairman.) What induced a particular exception and what object had you?

Answer. My motive was simply to accommodate him.

Question. Did you expect to get accommodations in return from him?

Answer. I had no expectation about it.

Question, (by Mr. Niblack.) Did you have it in contemplation to call upon him for this money?

Answer. Yes, sir.

Question, (by the Chairman.) Why did you call upon him at the particular time you did for this money?

Answer. So that I could show in this examination that the money had been paid back.

Question, (by Mr. Harris.) Did you charge Mr. Seaman any interest for the use of this money at this time?

Answer. No, sir.

Question. Did he pass you any note or collateral security for the money?

Answer. No, sir.

Question. Did he call upon you in New York in reference to this last repayment of this loan?

Answer. No, sir; I called upon him.

Question. What did you say to him?

Answer. That I loaned him such an amount of money and that I desired him to repay it.

Question, (by Mr. Gartrell.) Did not you also state to him, at the time you called upon him for this money, that you had been subpœnaed to attend as a witness in this case?

Answer. I think not.

Question. Did you say anything in relation to your having been subpœnaed?

Answer. I may have done so after having got the money.

Question, (by the Chairman.) Can you tell us, from your books, the various amounts you have received from the superintendent, or from the treasury, under his certificates, for work done for the government during his superintendency?

Answer. Yes, sir; I believe I can.

Question. Please state the amounts and the dates of the items.

Answer. I received amounts as follows:

September 18, 1855	$1,547 16
October 23, 1855, (House)	1,097 27
October 23, 1855, (Senate)	2,003 76
January 30, 1856	3,763 26
February 12, 1856	4,174 25
July 18, 1856	222 63
March 21, 1856	3,000 00
April 26, 1856	4,840 00
July 18, 1856	411 26
February 18, 1857	5,000 00
February 28, 1857	3,000 00
May 7, 1857	8,301 00
May 19, 1857	4,492 80
August 4, 1857	829 44
September 3, 1857	3,596 44
October 17, 1857	9,815 72
November 3, 1857	8,361 60
November 20, 1857	9,496 00
January 16, 1858	2,031 18
May 25, 1858	5,088 80
June 17, 1858	426 90
October 14, 1858	1,992 50
December 24, 1856	6,345 00
January 30, 1858	4,608 00
April 8, 1858	4,513 60
March 19, 1858	30,329 89
July 19, 1858	6,652 64

I believe the aggregate amount is $129,008 38. I have gone over it hastily and am not certain that the aggregate amount I have stated is correct.

Question. I see in the report of the Superintendent of Public Printing two items charged against Richard Major; were those amounts received by you?

Answer. The two items, one for engraving on wood, $520, and the other for engraving on wood the Mechanical Patent Office Report, are included in the amount I have just stated.

Question. Does that embrace all the certificates you have received from the Superintendent of Public Printing for the period specified?

Answer. It does.

Question. Have you received the whole amount of $129,008 38, made up by yourself, from the government in cash?

Answer. All except $2,576.

Question. Where did that amount go?

Answer. It is now in the hands of Mr. Wendell, and is the same item referred to in my examination last night.

Question, (by Mr. Harris.) I desire you to indicate to the committee the entries of transactions of money between yourself and Mr. Seaman other than those to which you have already called our attention?

Answer. There are no other entries that I am aware of at all.

Question. Are there no other entries at all of money transactions between yourself and Mr. Seaman?

Answer. None that I am aware of, except those I have drawn the attention of the committee to. I supposed there was an entry of the $200 which I stated I had loaned to Mr. Seaman, but I do not find it.

Question. Is the amount you received of him a day or two since credited in that book?

Answer. Yes, sir.

Question. Will you look at your book under date of April 8, 1857, and see whether there is not a money entry to Mr. Seaman?

Answer. Yes, sir, there is an entry of $394 97 to him for expressage. I had no recollection of it at the time I stated that there were no other entries

Question. Do you think there are no others?

Answer. I think not. I noticed that the other day when I was going over my book, but as it had nothing to do with this case I did not think it necessary to bring it in, and it had escaped my recollection.

Question, (by the Chairman.) For what expressage was that amount paid?

Answer. It was for expressage on boxes forwarded here by us, and not prepaid in New York. As I understood, they were paid by the office of Superintendent of Public Printing and charged to us.

Question. Did he furnish a bill of the account?

Answer. Yes, sir.

Question. In the name of Mr. Seaman or in the name of the Superintendent?

Answer. I think in his favor personally.

Question, (by Mr. Harris.) Do you keep a profit and loss account?

Answer. No, sir.

Question. Is this book the only one of original entries showing your cash transactions?

Answer. Yes, sir.

Question. Do you keep a bank book?

Answer. Yes, sir.

Question. Do you keep any check books?
Answer. Yes, sir.
Question. What other books have you brought?
Answer. None other.
Question. Is there any other place in which these items of money loaned to Mr. Seaman appear?
Answer. No other.
Question. Is there any book in which their repayment is credited?
Answer. Yes, sir; in this book.
Question. I find in this book, under date of January 29, 1857, a credit to A. G. Seaman of $1,350; is that the only amount you have received from him in repayment of these loans?
Answer. That entry should have been $3,350. It is an error in the entry. $3,350 was the amount received at that time.
Question. By whom was this entry made?
Answer. By myself.
Question. You say it was by mistake that you entered it $1,350?
Answer. Yes, sir.
Question. Was the money paid to you by checks or in notes?
Answer. By a certified check.
Question. Was that check for $3,350 or $1,350?
Answer. For $3,350.
Question, (by the Chairman.) Whose check was it?
Answer. It was drawn, I think, by Anson G. Herrick.
Question. On what bank?
Answer. On the Artisans' Bank, New York.

FRIDAY MORNING, *February* 4, 1859.

RICHARD MAJOR recalled.

Question, (by Mr. Harris.) You have stated to the committee that Mr. Seaman repaid you in New York on the 29th of January, 1859, the amount of your previous loans to him, say $3,350, and the entry in your cash book of that date being only for $1,350, which entry you state was made by yourself, and that you received the money from Mr. Seaman, I wish you to state precisely in what way Mr. Seaman paid you the $3,350?
Answer. He paid me in a certified check.
Question. In one check?
Answer. Yes, sir, upon the Artisans' Bank.
Question. Did you draw the money on that check?
Answer. No, sir.
Question. What became of it?
Answer. I deposited it in our bank.
Question. Was it passed to your credit?
Answer. Yes, sir.
Question. Having received the check yourself for the whole amount of $3,350, I ask you again to explain how it was that you should have entered only $1,350 of that amount?
Answer. It was an error in the entry as it might be in any other case. It was by mistake and not by intention.

Question. Are you in the habit of balancing this cash book every month?

Answer. Yes, sir.

Question. Have you balanced your cash account for January upon this book?

Answer. No, sir.

Question. Why, if it is your habit to balance your cash book every month, did you not balance this account of January?

Answer. I left New York on the 1st day of February, and the day before I was very busy arranging matters so that I might leave.

Question, (by Mr. Covode) Have you a partner in business?

Answer. Yes, sir, two partners.

Question. Would not that entry be calculated to keep from your partners the $2,000?

Answer No, sir. Upon balancing the books it would be found out that it was a mistake, and, not balancing, the books could be rectified.

Question, (by Mr. Niblack.) What is the name of the cashier of the Artisans' Bank?

Answer. R. A. Tooker.

Question, (by Mr. Covode.) Was the check drawn on the Artisans' Bank?

Answer. Yes, sir.

Question. In what bank did you deposit the check?

Answer. The Nassau Bank.

Question. Who is the cashier of that bank?

Answer. F. A. or F. M. Harris.

Question, (by the Chairman.) Have you made any further examination of your cash book since your examination yesterday?

Answer. No, sir.

Question, (by Mr. Harris.) Was this check by which the $3,350 was paid antedated, or did it bear date on the 29th of January; or, in other words, when was it payable?

Answer. It was dated the same day it was given to me.

Question. Then it bore date on the 29th of January?

Answer. I cannot say that it bore date on that day, but it bore date upon the day it was given to me. I did not make the entry on the same day.

Question, (by Mr. Covode.) Is it, or is it not, understood between you and Mr. Seaman that after this investigation is gone through with you are to refund that money or any portion of it?

Answer. No, sir.

Question, (by Mr. Niblack.) I ask you if at the time this payment was made, or this arrangement was made, which you term a payment, whether some arrangement was not made by which the $2,000 was passed back to some one else, or in some way disposed of for the benefit of Mr. Seaman?

Answer. There was no arrangement to that effect.

Question. What conversation, if any—and we are satisfied there

has been some—has Mr. Seaman had with you, before or since your arrival in this city, as to what you should or should not testify about?

Answer. He has had no conversation whatever with me upon that point.

Question. Have you had any consultation with him as to the propriety of answering the questions which you first declined to answer?

Answer. I have no recollection of any such consultation.

Question, (by the Chairman.) Did not he advise you not to answer in regard to the loans of money?

Answer. No, sir.

Question. Have you had any conversation with Mr. Wendell upon that subject since your arrival here?

Answer. I have.

Question. Did he advise you not to testify in regard to the loaning of money or other matters connected with this investigation?

Answer. He did.

Question. State what Mr. Wendell said.

Answer. The only point on which I recollect that he advised me, was that I should not answer whether I had loaned Mr. Seaman money.

Question. Did he state what he had in view in doing so?

Answer. No, sir.

Question. Did you lend any money to Mr. Seaman's partner, Mr. Anson J. Herrick, about the time you left New York?

Answer. No, sir.

Question. Have you loaned any money within the last thirty days to Mr. Herrick?

Answer. No, sir; I have never loaned him any money.

Question. Do you know whether Mr. Seaman had an agent in New York who was in the habit of going to engravers, lithographers, or other persons in that branch of business for the purpose of contracting work for Mr. Seaman or for the government?

Answer. No, sir.

Question. Do you know Mr. Ackerman, of New York?

Answer. Yes, sir.

Question. What is his business?

Answer. I believe he pretends to be a lithographer.

Question. Is he professionally a lithographer?

Answer. Not that I know of.

Question. How long has he been in business?

Answer. I cannot say.

Question. Is his an old house?

Answer. I have known him to be in business for ten years.

Question. Do you not know that Mr. Ackerman has acted as Mr. Seaman's agent in New York for letting contracts?

Answer. No, sir.

Question. Do you know Mr. John Casson, of the city of Philadelphia?

Answer. Yes, sir.

Question. What is his business?

Answer. He carries on the business of lithographing.

Question. Is he a colorist?

Answer. I think not. I know he carries on the business of a lithographer. I rather think he has an establishment and carries on both branches.

Question. Would you have called upon Mr. Seaman for that money at the particular time you did call, if the subpœna to appear as a witness here had not been served upon you?

Answer. I do not know as I should at that particular time.

Question. Was it your intention to call soon for that money?

Answer. I had no immediate intention of doing so.

Question. I understood you to say yesterday that you had taken no note for it; and you stated that you had charged him no interest. Now state whether it is customary with business men in the city of New York to loan money without memorandum, and without charging interest where it has stood for two or three years upon their books?

Answer. I cannot say what the custom is. I have no doubt that there have been cases of that kind.

Question, (by Mr. Harris.) I do not find, upon the examination of this cash book, that there are any entries in the name of Mr. Seaman except those to which you have testified directly, and which have been brought out upon the examination. Is there any entry upon that book with which Mr. Seaman is connected, and which is made in any other name?

Answer. Not that I am aware of.

Question, (by Mr. Niblack.) State whether there is any other matter within your knowledge touching the accounts or the official conduct of Mr. Seaman as Superintendent of Public Printing, which you have not already disclosed and which it is important for this committee to know?

Answer. Nothing that I can recollect.

Question, (by the Chairman.) Do you know of any other contractor to do work for the government who has loaned Mr. Seamen money?

Answer. No, sir.

Question. Do you know whether Mr. Seaman has received, either directly or indirectly, any amount of money from any contractors with the government, either lithographers, engravers, binders, furnishers of paper, or of any other material?

Answer. No, sir.

THOMAS S. WAGNER sworn.

Question, (by the Chairman.) Where do you reside?

Answer. In Philadelphia.

Question. What is your business?

Answer. A lithographer.

Question. Have you ever done any work for the government?

Answer. Yes, sir.

Question. Under whose superintendency?

Answer. Under that of Mr. Seaman.

Question. What business have you done for the government under his superintendency?

Answer. That is rather a difficult question for me to answer. I have done cousiderable work. It may perhaps be proper for me to say that some time ago our establishment was burned down, together with all we had in it—books and everything else. Consequently I have no books with me.

Question. Can you give us an idea of the amount of the work you have done for the government?

Answer. I really cannot. If the committee could go over the articles of work which I have done, I might quite likely recollect something about the amount of work.

Question. I perceive that you did a certain amount of work on Lieut. Herndon's report. Do you recollect how much?

Answer. I cannot.

Question. The superintendent's books credit you with work to the amount of $4,125. Is that about the sum?

Answer. I do not recollect.

Question. You are also credited with some work on Lynch's Expedition to the Dead Sea, to the amount of $1,780. Did you do any work upon that report?

Answer. I do not recollect that I did.

Question. I perceive you are credited for doing work for the Agricultural Report of the Patent Office for the 1st session of the 33d Congress. Did you do any work upon that report?

Answer. I did.

Question. Do you recollect the amount?

Answer. I do not.

Question. You are credited with $9,253. Is that about the sum?

Answer. I thought it was more than that.

Question. You are credited with work upon the report of the Japan Expedition. Did you do any work upon that report?

Answer. Yes, sir.

Question. What work was it?

Answer. Maps.

Question. Do you recollect the amount?

Answer. I do not.

Question. Did you do any other work upon that report?

Answer. I did not.

The Chairman. You are credited, for engraving maps for the President's message and accompanying documents for the second session of the thirty-third Congress, $2,469 71. You are also credited for lithographing for the report of the Japan Expedition to the amount of $4,237 05.

Question. Do you recollect of receiving certificates from the superintendent for any other work on that Japan report except for maps?

Answer. I do not.

Question. You are credited for doing some lithographic work for the Coast Survey Report for that same year. Did you do any work upon that report?

Answer. I think I did.

Question. Do you recollect the amount?
Answer. I do not.
Question. You are credited with work to the amount of $2,350 70. Is that about the amount?
Answer. I do not recollect.
Question. Have you done any work on the Pacific Railroad Survey report?
Answer. I think I have.
Question. Do you remember the amount?
Answer. I do not know.
The Chairman. You are credited here on the books, at one place, for lithographing for that work, $3,962 88. You are credited at another place, for transfer printing, $4,147 20.
Witness. I think we did nothing but transfer printing for that work. The copperplates were furnished to us.
Question. Did you do any lithographing?
Answer. Not that I remember.
The Chairman. You are credited for lithographing $3,962 88, and for transfer printing $4,147 20.
Question. Did you do any work upon the agricultural part of the Patent Office report for 1855?
Answer. I think I did.
Question. Do you recollect what it was?
Answer. I do not.
Question. You are credited for $10,576 worth of work upon that report; was that about the amount?
Answer. I think it was.
Question. Did you do any work upon the maps accompanying the President's message to the 3d session of the 34th Congress?
Answer. I think I did.
Question. Do you recollect the amount?
Answer. I do not.
Question. You are credited here with work upon those maps to the amount of $1,350 75. Did you do any work upon Professor Espy's report?
Answer. Yes, sir.
Question. Do you recollect the amount?
Answer. I think it was about $4,000.
Question. You are credited here with work upon that report to the amount of $2,080. Did you do any work upon the agricultural part of the Patent Office report for 1856?
Answer. I believe I did.
Question. Do you recollect how much?
Answer. I do not.
Question. You are credited with $10,576 50; was that about the amount?
Answer. I judge that to be correct.
Question. Did you do any work upon the maps accompanying the President's message to the 1st session of the 35th Congress?
Answer. I believe we did, but I do not recollect the amount.
Question. You are credited with $576 50; is that about the amount?

Answer. I do not recollect.

Question. Do you recollect of doing any other work for the government under Mr. Seaman's superintendency?

Answer. I cannot call to mind anything else.

Question. What does transfer printing mean?

Answer. It is where the plates are first engraved on copper, and are then transferred to stone, and the printing is then done directly from the stone.

Question. What is the distinction between lithographic and transfer printing?

Answer. Lithographic printing is where the work is originally prepared upon stone; but in transfer printing, the work is first executed upon copper plates, and then it is transferred to stone.

Question, (by Mr. Harris.) Is "transfer printing" the technical name for what you do?

Answer. Yes, sir.

Question. Would "lithographing" be understood as technically expressing "transfer printing?"

Answer. No, sir.

Question. They are two distinct things?

Answer. So I understand it.

Question, (by the Chairman.) Did you do any work upon the agricultural part of the Patent Office report of 1856?

Answer. We have done work for the agricultural reports ever since Mr. Seaman has been in office, for each successive report.

The Chairman. You are credited with $6,114 for work on that report.

Witness. I have no distinct recollection of the amount.

Question. In your answer respecting your work upon the Japan Expedition you state that you have no recollection of doing other work except that which was performed upon maps. Did that work amount to $4,237 05?

Answer. I do not recollect. I suppose it was somewhere about that amount.

Question. You say you have no recollection of doing any lithographing upon the Pacific Railroad Survey report?

Answer. I have not.

Question. How was the work generally done?

Answer. Most generally by proposals.

Question. Proposals for yourself?

Answer. Yes, sir.

Question. Was this work advertised as a general thing?

Answer. I believe it was.

Question. How did you send in your proposals—to Mr. Seaman or to the committee?

Answer. I think it was to Mr. Seaman.

Question. Did you understand that this work was generally let to the lowest bidder?

Answer. I do not understand it in that way.

Question. What was the general rule in that respect?

Answer. I understand it was the general rule among competent workmen to receive the lowest bid.

Question. But that they chose to judge between mechanics to whom it would be proper to let work and those whom it would not be proper to employ?

Answer. I suppose so.

Question. Do you know whether any of this work was let to you for a less or a greater price than had been bid for it for others?

Answer. I have known it to be let for less than I bid for it, and yet I got a portion of the work?

Question. Did you get it at your bid, or did you get it at the lowest bid?

Answer. At the lowest bid.

Question. So that when you and others bid and a lower bid than yours was sent in, it was accepted, but that a part of that work was given to you afterwards at the amount specified in the lowest bid?

Answer. Yes, sir, at times, but not at all times.

Question. Do you know the reason why it was done?

Answer. I had never had any cause to think of the reason for it. My impression was that the work was so large in cases of that kind that it had to be divided among so many.

Question. How long have you known Mr. Seaman?

Answer. Only since he came into office.

Question. Did you bring your bids personally or did you employ others to bring your bids or to transact your business in the office of the Superintendent of Public Printing?

Answer. I generally brought them myself or mailed them myself.

Question. Have you had any connexion with any person in the city of Washington as an agent or as a party interested in your business?

Answer. No, sir.

Question. Have you ever paid any money to any one in the city of Washington or anywhere else to procure this work for you?

Answer. No, sir.

Question. Have you ever paid a per centage to any one either before this work had been given to you or afterwards, for that work?

Answer. No, sir.

Question. Have you ever paid, directly or indirectly, any money to Mr. Seaman in consideration of these contracts?

Answer. No, sir.

Question. Have you ever loaned any money to Mr. Seaman or to any one else, believing it to be for the benefit of Mr. Seaman, during your business connexion with that office?

Answer. No, sir.

Question. Have you or has your firm, at any time during your business transactions with Mr. Seaman's office, been approached by any person for the purpose of inducing you to pay any money or other valuable consideration for obtaining work from the Superintendent of Public Printing?

Answer. My recollection does not serve me perfectly. A gentleman did call upon me once, but whether it was during Mr. Seaman's time or not I do not recollect. I t was some time ago. It was so long since

hat I do not recollect the circumstance distinctly. A party called ıpon me stating that he could get work in Washington for me—a par-icular job, which I do not recollect—and he wished me to employ him o get it for me. I declined.

Question. Was that all he stated to you?

Answer. That was all.

Question. Did he say in what way he could get the work for you?

Answer. No, sir.

Question. Did he say from whom he could obtain it?

Answer. He said he had influence in Washington, but I declined aking work in that way.

Question. Did he say upon whom that influence was to be exerted?

Answer No, sir.

Question. Have you done any work except that which has been poken of in connexion with Mr. Seaman's department?

Answer. Not to my recollection.

Question. The work in connexion with which this proposition was ıade was work under the Superintendent of Public Printing?

Answer. I presume it was.

Question. Under what other superintendent, besides Mr. Seaman, ave you ever done work for that office?

Answer. I do not remember of having done any work under any uperintendent before Mr. Seaman, but my recollection is that the ıroposition I refer to was made to me before the superintendency of Mr. Seaman.

Question, (by the Chairman.) Was that proposition made after the ɔrganization of the bureau of the Superintendent of Public Printing?

Answer. I think it was before. It was so long ago that I do not recollect, but I think it was before the organization of the office.

Question. How many years ago do you think it was?

Answer. Somewhere in the neighborhood of six years, more or less.

Question, (by Mr. Gartrell.) Who made that proposition to you?

Answer. Charles Carrigan, of Philadelphia.

Question, (by Mr. Niblack.) Has any person ever approached you since you were summoned to appear here, as to how you were to swear before this committee?

Answer. No, sir.

Question, (by Mr. Gartrell.) Did not Mr. Seaman talk with you about it this morning?

Answer. He talked with me a little about the general matter of the ınvestigation.

Question. Did not he allude to what your testimony would be?

Answer. No, sir.

Question, (by Mr. Harris.) Have you disclosed every fact within your knowledge that you deem important for this committee to know?

Answer. There is one thing which comes to my mind at this instant, which I had forgotten. We did some work, botanical charts, I be-ieve, for the Pacific Railroad report, and that constitutes the charge which I did not remember.

Question. Were they lithographed?

Answer. Yes, sir, and we did them out and out.

P. S. DUVAL sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In Philadelphia.

Question. What is your business?

Answer. That of a lithographer.

Question. Have you ever done any work for the government under Mr. Seaman's superintendency of the public printing?

Answer. Yes, sir.

Question. How has that work been secured by you; by bids from advertisements?

Answer. Yes, sir.

Question. Have you ever taken any work that was not advertised for?

Answer. Yes, sir; I did some plates for the Pacific Railroad report which had not been advertised, or at least I had not seen any advertisement for it. I had a standing proposal for the work, and I received the work under that proposal without any advertisement having been sent me.

Question. How did you receive the contract; was it sent to you?

Answer. Yes, sir.

Question. By whom?

Answer. By Mr. Seaman.

Question. What work was that?

Answer. It was transfer printing of plates for the Pacific Railroad report.

Question. You had made no special estimate for that work?

Answer. I had estimated for it, but not in answer to advertisement. I had seen the plates in the office, and made a proposal for the work, which was accepted.

Question. At what price did you do that work?

Answer. We printed the transfers for 62 cents per hundred copies.

Question. What is the gross amount of your contracts for government work under Mr. Seaman's superintendency?

Answer. I could not answer definitely without making the computation from my books; I suppose twenty-five or thirty thousand dollars for the House and the Senate.

Question. Does that amount embrace all the work your firm has done?

Answer. No, sir, we did more, but our books were destroyed by fire. This book commenced in January, 1857.

Question. Have you no account of work previous to that?

Answer. We have done work for the government ever since we have been in business, but, as I said, our books for work previous to that have all been destroyed.

Question. Then you cannot state what has been the amount of your contracts?

Answer. I see by reference to the report of the Superintendent of Public Printing that we have done work to the amount of $86,145 45 during Mr. Seamen's superintendency.

Question. A part of that, however, was for work done before January, 1857?

Answer. Yes, sir. The Japan Expedition plates and many other works were destroyed by fire.

Question. Did you secure these works through agents?

Answer. No, sir, not since Mr. Seaman has been in office.

Question. Did you send your bids or proposals generally direct to Mr. Seaman?

Answer. Yes, sir.

Question. How did you send them?

Answer. Direct to Mr. Seaman, when they were sent from Philadelphia. When I was in Washington I came to the office, examined the work, and made proposals for it, leaving them with Mr. Towers sometimes. From Philadelphia I sent the proposal generally by mail, directed to the Superintendent of Public Printing.

Question. Then you never employed an agent in Washington to secure this work for you?

Answer. No, sir.

Question. Have you ever paid a per centage in Washington or in any other place to secure this work for you?

Answer. No, sir.

Question. Have you ever been approached by any one to secure this work for you?

Answer. Yes, sir.

Question. Will you state when, and by whom?

Answer. When I have been in Washington persons have told me that if any service were needed they thought they could have influence in securing work for me, and that if I desired they would use their influence for me. I told them no; that if I could not get work on the merit of my claim I would not get it at all.

Question. Who were these parties?

Answer. Peter Gorman has sometimes offered to help me.

Question. Did he propose to do it for a per centage?

Answer. No, sir; he did not mention any per centage. He said he thought he could be of service to me. It may have been merely an act of kindness on his part.

Question. When was that?

Answer. It was as far back as when the publication of the Pacific Railroad report was proposed.

Question. Did any person else ever approach you on the subject?

Answer. No, sir.

Question. Have you ever loaned any sum or sums of money to Mr. Seaman, or to any other person, believing it to be for Mr. Seaman's benefit, during the time that you have been engaged in the performance of any work for the government?

Answer. No, sir.

Question. Has Mr. Seaman ever asked you for the loan of any money?

Answer. No, sir.

Question. Have you always received from Mr. Seaman certificates

for the full amounts of your account as rendered to the office of the Superintendent of Public Printing?

Answer. Yes, sir.

Question. Have you received the full amount of those certificates from the government?

Answer. I consider that I have received the full amount; but I will explain. Very often when I have been here to collect the pay for work done, the appropriation would be exhausted; we were too poor to wait until the funds would reach us from the government in the regular way, and I have borrowed money on my claim; sometimes from Suter, Lea & Co., and sometimes Mr. Gideon would do it for me. I transferred my claim to them, and when the claim was paid they paid me the balance, charging me interest on the money. With that exception, I received the full amount.

Question. Who did I understand you these accommodations came from?

Answer. Generally from Suter, Lea & Co.; sometimes from Mr. Gideon, but he never charged me any per centage; he always paid me the full amount.

Question. Who introduced you to Suter, Lea & Co.?

Answer. I think I was in Washington inquiring where I could obtain such advances of money, and a friend of mine in the Senate, Mr. Fitzpatrick, told me that Suter, Lea & Co. would probably accommodate me. He said that they were very clever gentlemen, that he would introduce me to them if I wished, but that I could probably accomplish what I wished by going directly to them. I think Mr. Glossbrenner, the sergeant-at-arms of the House, once made an advance for me.

Question. Do your books show your accounts as made up against the government?

Answer. Yes, sir; as far as they can show them, they are posted up; every contract is described in them, and the amount of money received is stated.

Question. Did Mr. Gorman say who he could have influence with?

Answer. No, sir.

Question. Have you had any conversation about this matter since you have been in the city?

Answer. Yes, sir; we have talked the matter over amongst ourselves here; of course it was the subject of conversation sometimes.

Question. Did Mr. Seaman suggest to you any course of answers in your examination?

Answer. No, sir.

Question, (by Mr. Niblack.) Do you know of any other matter connected with the execution of work under the Superintendent of Public Printing which you think the committee ought to know?

Answer. No, sir, I do not.

Question, (by the Chairman.) Have you ever heard of Mr. Seaman receiving compensation from any other contractor, or of his borrowing money from any other contractor, while he was engaged in the office of Superintendent of Public Printing?

Answer. A friend of mine told me that he had borrowed money from Sarony, Major & Co.

Question. What was that friend's name?

Answer. It was another lithographer in New York; I don't remember the name. It may have been Mr. Ackerman, or Mr. Line.

Question. Did you ever hear of his borrowing any money or receiving any consideration for work given to Mr. St. Clair?

Answer. No, sir.

WM. HENRY VAN INGEN sworn.

Question, (by the Chairman.) Where do you reside?

Answer. In Philadelphia

Question. What is your business?

Answer. That of an engraver on wood.

Question. Have you done any work for the government under Mr. Seaman's superintendency?

Answer. Yes, sir.

Question. Do you do business alone or have you a firm?

Answer. The firm is Van Ingen & Snyder.

Question. What was the first work done by you under Mr. Seaman's superintendency?

Answer. By referring to my books I find that I received an order on the 4th of October, 1855. My order book says: "Four drawings for the United States government, $180." There is nothing here to indicate what work they were for, though my impression is that they were for the Pacific Railroad Report.

Question. What is you next contract?

Answer. The next order on the book is May 24, 1856, for 22 pages of machinery. It may be for more, and it may be for a little less. These, I think, were for the Mechanical Patent Office Report, and the amount stated is $660. The next order I find is dated July 20, 1856: insects for the Agricultural Report of the Patent Office, $175. This is the order; we however received pay for only such copies as went in the book, and not for all we executed. The way it happened was this: I sent the engravings to Mr. Seaman, but D. J. Browne, of the Patent Office, did not put them all in the book, and consequently I received pay for only such as went in the report. The order says "insects." The engravings may have included some other little things. I am not sure that they were all insects.

The next order is on November 19, 1856. This is for the mechanical part of the Patent Office Report, and the amount put down is $7,085.

Question. Does that embrace the whole account?

Answer. It says, "machinery, 280 pages, $5,777." Then, underneath, in lead pencil marks, put in at the time, is $1,308. The total is then carried out, $7,085.

Question. Why was this amount placed there in separate items?

Answer. I suppose the reason was that one was received on House work, and the other on Senate work.

Question. Will you state what you received per page for this work?

Answer. I really cannot.

Question. Will you state what was your contract per page?

Answer. I cannot; I have letters at home which would show. The

entry here shows that the number of pages was 218, and that the entire amount was $7,085.

Question. Will you please state when that writing "machinery" was placed in your book?

Answer. It was placed there on the 19th of November, 1858, to the best of my knowledge, by my partner,

Question. Will you please state how the entry appears on your book, the color of the ink and pencil marks?

Answer. To the best of my knowledge the words "Machinery, United States Patent Office," were written at one time, on the 19th of November, 1856. When we ascertained from Mr. Seaman the number of pages we had executed, we put down "218 pages, at $5,777."

Question. Does that appear in different ink from the previous entry?

Answer. It does.

Question. Now explain the figures put in pencil mark?

Answer. As fast as we received the work from Mr. Seaman we placed opposite the word "machinery" the number of pages, according to our measurement, which we had received. After we had ascertained from the Superintendent's office what we had executed according to the measurement there, we carried out the amount in money.

Question. Hence the difference in ink?

Answer. Hence the difference in ink.

Question. Now explain why $1,308 was added in pencil mark?

Answer. I really do not remember anything about it.

Question. Is that sum necessary to make out the full amount of $7,085?

Answer. Yes, sir. The explanation may have been that when the House bill came the work amounted to $5,777, and the Senate bill to $1,308, which was placed on the book in pencil marks, and then the full amount was carried out $7,085.

Question. Were you in the habit of keeping your accounts for the two Houses of Congress separate or all together?

Answer. All together.

Question. Were you in the habit of keeping your accounts, or any portion of them, in pencil?

Answer. Yes, sir.

Question. Did you receive the full amount, as credited in your cash book, of $7,085?

Answer. No, sir.

Question. How much of that amount did you receive?

Answer. I received the full amount less the drawings and the wood.

Question. Yet you have credited the full amount on your cash book; how do you explain that?

Answer. We have placed on our books the whole amount of the work, including the drawings and wood; and the discrepancy which appears on our books, and that charged to us in General Bowman's report, is the sum deducted and paid to Gritzner & Wemmer, for the drawings and wood.

Question. Have you charged Gritzner & Wemmer anywhere on your books for drawings and wood?

Answer. I do not think we have.

Question. Does your cash account show a balance due them?

Answer. Not that I am aware of; these books were kept by my partner, and I rarely even look into them; I have told you our manner of keeping our books.

Question. Was there any deduction made from this amount of $7,085 in the Superintendent's office?

Answer. Yes, sir.

Question. What amount did your certificate cover?

Answer. I cannot tell.

Question. Was it $7,085 or $5,777?

Answer. My impression is that it was the last amount. I find, by estimating the amount paid in the Superintendent's office for drawings and wood on the number of copies which we executed, that it just covers the amount of $1,308. I presume that is the explanation of this amount being here, and that the sum which we received for our work was the other amount of $5,777, which is the amount charged to us in the report of the Superintendent of Public Printing.

Question. Did you do any electrotyping for the Mechanical Patent Office Report of 1856?

Answer. We did some electrotyping for that work. I find here an order, dated July 7, 1857, for electrotyping, to the amount of $480. I do not know how much work was done. That is the entry of the order.

Question. Was that for the mechanical or agricultural part of the Patent Office Report?

Answer. The mechanical.

Question. Have you any other sum charged for electrotyping?

Answer. I do not find any other order of any amount.

Question. Did you do any other work for the government?

Answer. The next order I find is dated January 15, 1857.

Question. What is that?

Answer. It says "Birds and Animals, $1,088;" the word "animals" has a lead pencil mark running through it.

Question. What is that for?

Answer. I think it is for the Agricultural Report of the Patent Office. Whether we had to pay for the drawings out of that or not, I do not know.

Question. Will you see when that money was received, and the amount which you received?

Answer. I do not find it here.

Question. Did you do any work on the Japan Expedition?

Answer. I engraved the treaty, and received $420 for it.

Question. Did you do any electrotyping for that work?

Answer. I am not certain. I never did any great amount. I may have done a little.

Question. Did you do any engraving for the Pacific Railroad Report?

Answer. Yes, sir. I find that we received $281 for engraving done on that work.

Question. Did you do any electrotyping for that work?

Answer. Yes, sir. I think four pages.

Question. What do you charge generally for electrotyping a cut?

Answer. There is no regular price.

Question. What did you charge for this electrotyping to which you have just referred?

Answer. I did not do it myself; I went to Johnson's, and he charged me the same price that he charges every one for the same kind of work, and was allowed ten per cent. by him.

Question. How did you get these contracts generally? Were they advertised, or did you get them by submitting proposals without advertisement?

Answer. I think I have submitted bids, one or more. I do not know how many.

Question. Did you ever get any work from the Superintendent of Public Printing without offering bids under advertisement?

Answer. Yes, sir.

Question. What work did you get in that way?

Answer. I got nearly the whole I have done for the government in that way. I think the first work we did on the Mechanical Patent Office Report we put in a bid for. The last Agricultural Report I know we got without any proposals.

Question. Did you send to Washington to get this work, or did you send your proposals on here, or were proposals sent to you?

Answer. Some of the contracts I got when I was in Washington, and some of the work was sent on to me at Philadelphia.

Question. Had you an agent in Washington?

Answer. No, sir.

Question. Had you any one employed here to look after your interests?

Answer. No, sir.

Question. Did you pay anything, directly or indirectly, to any person in the cities of Washington or Philadelphia, or any other place, for any of this work?

Answer. I cannot say that I did.

Question. Explain yourself; you certainly know whether you did or did not.

Answer. No, sir.

Question. Did you lend any money, during your business transactions with the office of Superintendent of Public Printing, either directly or indirectly, to Mr. Seaman or any one, believing it to be for Mr. Seaman's benefit?

Answer. No, sir.

Question. Have you always received from the Treasury Department the full amount of your certificates?

Answer. No, sir.

Question. State why you have not, and how any deduction took place.

Answer. After doing the work on the last Mechanical Report of the Patent Office, I went to the pay clerk of the House and asked him how soon I could be paid. He told me I should have to go to the Chairman of the Committee on Accounts and ask him; and he said I had better be quick, as there was a very small amount in his hand.

which could be devoted to that purpose. I went to the Chairman of the Committee on Accounts. He told me he could not attend to it then. Having to leave the city, I carried the account to Mr. Wendell, and he collected it for me.

Question. Did you assign it to Mr. Wendell?

Answer. I do not know whether I wrote an assignment on the bill which they gave me at the Superintendent's office, or whether I merely receipted the account.

Question. Was it customary to go to the Chairman of the Committee on Accounts to obtain money for the performance of work of this kind?

Answer. I never went to him before.

Question. Do you know what connexion the Committee on Accounts had with the payment of your certificate?

Answer. No, sir. The clerk told me that he had received instructions to pay only a certain amount for this kind of work. I think he said $50,000. He said there was but a small balance left. I think he said some $5,000 or $6,000; and that the next week he should take up the matter of paying off the clerks what the House owed them. I think a bill had been passed giving them extra compensation.

Question. When did you get your money upon that account? How soon after that?

Answer. It might have been a week; it might have been ten days; it was not more than two weeks, and not less than three days.

Question. From whom did you receive that money when you did receive it?

Answer. I received what I did receive from Mr Megargee.

Question. How much did you receive from him?

Answer. I cannot tell; I do not remember.

Question. Did you make any entry of it upon your books?

Answer. It was between fourteen and sixteen hundred dollars.

Question. Was that the whole amount received out of the entire bill left with Mr. Wendell?

Answer. I received the whole amount of the House bill, less fourteen to sixteen hundred dollars.

Question. Does it appear to be charged upon your books as $1,600?

Answer. It does; it is charged to "Wages, $1,600."

Question. What was the amount of the House bill?

Answer. I do not recollect.

Question Cannot you ascertain how much from your books?

Answer. It does not appear how much.

Question. What was the whole amount of the Senate and House together?

Answer. $10,671 75.

Question, (by Mr Covode.) You say upon your books you have charged that amount to "Wages."

Answer. Yes, sir.

Question, (by the Chairman.) What became of the Senate bill?

Answer. I think I collected it myself.

Question Are you certain of that?

Answer. Either I collected it myself or else I let somebody or some

clerk down at the office have it to collect. But I think I received the whole of that money myself; that is, the whole of the Senate bill.

Question. What was said at the time you gave Mr. Wendell that account, in reference to the management of it?

Answer. Nothing.

Question. Is that account closed upon your books?

Answer. Yes, sir.

Question. Did you direct Mr. Wendell to send the money through Mr. Megargee?

Answer. I think I did.

Question. What did Mr. Megargee say when he gave this money to you?

Answer. I do not know. I think he told me "here is a draft."

Question. Did you ask him how he explained the deficiency of $1,600?

Answer. No, sir.

Question. Have you had any conversation with Mr. Wendell upon that subject?

Answer. No, sir.

Question. Who has that amount of $1,600?

Answer. I do not know.

Question. Who has it, in your opinion?

Answer. I think the democratic party.

Question. Was there any arrangement by which that was to be paid over for party purposes?

Answer. I do not know. I had given Mr. Megargee money for political purposes.

Question. Did Mr. Megargee make any explanation when he handed you the draft?

Answer. No, sir.

Question. Have you seen and conversed with Mr. Wendell upon that subject since you have been here?

Answer. No, sir.

Question. Do you know whether Mr. Megargee received the whole of the House bill from Mr. Wendell, less the sum of from fourteen to sixteen hundred dollars?

Answer. I do not.

Question. You only know, then, that you have received the amount less that sum?

Answer. Yes, sir.

Question. Have you received the full amount of other bills or certificates which you received from the Superintendent of Public Printing?

Answer. No, sir.

FRIDAY EVENING, *February* 4, 1859.

WILLIAM H. VAN INGEN recalled.

Question, (by the Chairman.) I asked you this morning whether you had received the full amount of the other bills or certificates

received from the government; you answered you had not. I now ask you to specify those bills?

Answer. There is one other bill, I believe; the bill for engraving camels and dromedaries in the camel report.

Question. What was the amount of that bill?

Answer. Between ten and twelve hundred dollars.

Question. How much was deducted from that bill?

Answer. I went to Mr. Megargee and let him have the whole of it.

Question. Did Mr. Megargee send for you?

Answer. No, sir.

Question. How did you come to go to him; what inducement, what object had you?

Answer. I went there and left him the bill; I gave it to him.

Question. Why did you do so?

Answer. I said I gave him the bill. I am not certain whether I gave it to him or to Mr. Wendell. I have a half suspicion that I gave it to him to give to Mr. Wendell. My impression is that I told him to hand it to Mr. Wendell.

Question. Why did you do so?

Answer. I supposed it might help me in business.

Question. Was there any agreement or stipulation before that work was done that this amount should be given to Mr. Megargee, Mr. Wendell, or any one else?

Answer. No, sir.

Question. Have you seen Mr. Wendell since that transaction?

Answer. Yes, sir.

Question. Have you had any conversation with him upon that subject?

Answer. I think I was in his office soon after that and he wanted me to sign the bill. Mr. Wendell asked me if I wanted the bill collected. I said I did. He then told me to sign it. I am not certain whether it was that I endorsed the bill or simply receipted it. I think I must have signed the printed blank receipt which was at the bottom of the bill.

Question. Did you consider that you had given that bill to Mr. Wendell or to Mr. Megargee for the purpose of benefiting you in your business?

Answer. I believe I have answered that question; I said yes. I never, however, considered either of these men as my agent, nor did I offer a bribe.

Question. Have you seen Mr. Wendell since the money has been collected?

Answer. I do not know that he ever collected it. I do not know anything about it after that. I never paid any further attention to it.

Question. You never expected any portion of that money to be paid to you?

Answer. I have not heretofore.

Question. Are there any other bills, other than those you have specified, of which you have not received the full amount?

Answer. I cannot say that there are.

Question. Has Mr. Wendell ever given you assurances that he could influence business for you, or aid you in securing business?

Answer. I cannot say he has. I do not remember of his doing so. I asked him to speak a good word for me, and he said he would. He said any thing he could do for me he would. I think I once had a letter to him from a gentleman in Philadelphia—the first time I ever saw Mr. Wendell—he said he would do what he could for me.

Question. Has he ever said he was on intimate terms with Mr. Seaman?

Answer. I cannot say that he has. I do not remember of his doing so.

Question, (by Mr. Harris.) You say you did not ask Mr. Megargee any questions about this deficiency of $1,600. Do I understand you that, knowing you were paid $1,600 less than you had earned, you received the diminished amount without asking anything about the balance?

Answer. Yes, sir.

Question. Had you not earned the whole amount, including the $1,600?

Answer. Yes, sir.

Question. For what amount did you give a receipt—for the whole amount, inclusive of the $1,600?

Answer. Yes, sir.

Question. Are you in the habit of doing business in that way?

Answer. Not in other cases.

Question. What was your reason for making this case an exception to your ordinary business rule?

Answer. I thought Megargee could make such use of it as would benefit me in my business both in Philadelphia and elsewhere, as he is a very prominent man.

Question. Do you know that Megargee is influential with any parties here connected with the giving out of the government work?

Answer. Not to my knowledge.

Question. Had you been in the habit of doing any other work for the government than that which came through the office of the late Superintendent of Public Printing?

Answer. I think I did some work for the Smithsonian Institution. It was very trifling, however—amounting to not more than a couple of hundred dollars at the outside.

Question. With that exception, was the balance of the work that you bid for in the city of Washington work which passed through the hands of the Superintendent of Public Printing?

Answer. I did three cuts for Mr. Browne, of the Patent Office, for the last agricultural report, one of which had to be done over by me. The other two, so Mr. Browne told me, he would not give to the contractor of the work, because he could not do it.

Question. What was the price of those three cuts?

Answer. One was thirty dollars; the other two twenty-five dollars each.

Question. With the exception of those three cuts, which amounted to eighty dollars, and the work for the Smithsonian Institution, which

amounted to two hundred dollars, was there any other public work which you bid for or did in the city of Washington except that which came to you through the Superintendent of Public Printing?

Answer. No, sir; not to my knowledge.

Question. Have you, or had you at the time of this $1,600 transaction, any reason to believe that Mr. Megargee was influential with those who controlled the work of the Smithsonian Institution?

Answer. I had not the remotest idea of it.

Question. Had you any reason, at that time, to believe that Mr. Megargee was influential with Mr. Browne, of the Patent Office, from whom you got the $80 worth of work?

Answer. No, sir.

Question. You have stated that you said nothing to Mr. Megargee about this deficiency of $1,600, but allowed him to retain it without exception upon your part, because you understood that Mr. Megargee was influential in the city of Washington?

Answer. Yes, sir.

Question. When you speak, then, of the influence of Mr. Megargee in the city of Washington, you speak of his influence in connexion with work coming from the Superintendent of Public Printing, do you not?

Answer. Yes, sir.

Question. Did you find that you were correct in your supposition that Mr. Megargee had such influence?

Answer. I found that I received work.

Question. Have you ever had any conversation with Mr. Seaman in reference to Mr. Megargee?

Answer. No, sir.

Question. Have you ever had any conversation with Mr. Megargee with reference to Mr. Seaman?

Answer. I think I have. I think I asked him once whether money would influence him upon my part. He told me no.

Question. You think you asked Mr. Megargee once if money would influence him, Mr. Seaman, in your behalf, and he told you no?

Answer. Yes, sir.

Question. Now I want you to tell the committee if Mr. Megargee told you that money would not influence Mr. Seaman in giving you work—and you have already said that Mr. Megargee's influence, in your opinion, was confined to work from the superintendent's office—what motive had you in giving Mr. Megargee $1,600?

Answer. That question was asked of Mr. Megargee previous to my having any work whatever from the government?

Question. Was it previous to giving the $1,600?

Answer. Yes, sir.

Question. You say you let Mr. Megargee have the whole thousand dollars, of which we have spoken?

Answer. It was between ten and twelve hundred.

Question. In the disposition you made of those two sums of money were you acting under the impression that you would secure to yourself additional work from the superintendent's office?

Answer. Well, my motive in giving this last money was that Mr.

Megargee would use his influence with such friends as he had here, such as members of Congress and other prominent men; that he would speak favorably of me to Mr. Seaman, and that Mr. Seaman might give me work. Not, however, that Mr. Megargee would control him by money, for I never supposed anything of that kind.

Question. Did Mr. Megargee give you any reason to believe that he could control any member of Congress by the use of money, so that Mr. Seaman would be influenced to give you work?

Answer. No, sir; understand me. I did not expect that Megargee was to give money to anybody else. I thought by giving this money Megargee would use his influence with others The truth is, I intended to make a friend of Megargee. I did not care what he did with the money.

Question, (by Mr. Covode.) It appears by your own statements that you have paid to Mr. Megargee and left money in his hands to the amount of between $2,500 and $2,800 for him and Mr. Wendell. I would like to know whether the prices you got for doing the work for Mr. Seaman justified you in paying this large bonus to those men?

Answer. I got for that work the same price I get from other parties, and I could afford to do it.

Question, (by Mr. Covode.) Did you submit to the payment of this tax or bonus without having a previous arrangement to do so?

Answer. Yes, sir.

Question, (by the Chairman.) Do you know whether there is any close intimacy between Mr. Megargee and Mr. Seaman?

Answer. I do not know.

Question. Do you know whether Mr. Wendell and Mr. Seaman were very intimate?

Answer. I do not.

Question. Have you ever heard that they were?

Answer. I have seen a thousand newspaper reports, but I cannot say certainly that I ever heard that they were. I do not know anything about it, but it is my impression that they were.

Question. I understood you to say a moment ago, not in response to a question, that the present superintendent was not paying such high prices for the work done as was paid by Mr. Seaman; is that the case?

Answer. He has paid me, for what little work I have done, about the same prices; I have done very little, however, and, in fact, there has been but little done under the present superintendent.

Question. What is the general report—that General Bowman is paying about the same prices and following about the same course, or is it the impression that he has changed the system?

Answer. I do not pretend to be acquainted with the general impression.

Question. What is your impression?

Answer. I understand that he has given out what work has been contracted for at a great deal less prices

Question, (by Mr. Covode.) You stated to-night, when you were asked what became of that money, that you supposed it went to the democratic party?

Answer. I did not say exactly that; I said that I did not know; I supposed it might have been gone to the democratic party; I had my suspicions.

Question. Have you any evidence for believing that any of that money did go for party purposes?

Answer. Mr. Megargee stated to me that he was paying money for the party, and told me afterward that he had paid a good deal of money for that purpose, and that may have led me to make the remark.

Question, (by Mr. Niblack.) Has there not, at some time or other, been some suggestion made to you by some person which induced you to think that by the payment of this money to Mr. Megargee you would be likely to promote your own interest in the way of getting work?

Answer. No, sir; not that I can say.

Question. How did you get the idea; how did you get into the secret, if that is a proper expression, that this was the way to get this man to do business for you?

Answer. I learned from the newspapers that Mr. Wendell was the great gun down here, as far as influence was concerned; I knew that Mr. Megargee knew Mr. Wendell, and, in fact, on one occasion, I heard Mr. Wendell speak very highly of Mr. Megargee, indeed; I supposed that Mr. Megargee could influence him.

Question. How came you to think that Mr. Wendell had influence with Mr. Seaman.

Answer. I do not know how; I knew that he had constant business with the office; I saw it in the papers, and heard it in New York and Philadelphia, that Mr. Wendell had great influence and control down here over all kinds of work in relation to such matters.

Question. But I understand you to say that no person gave you to understand that such would be the effect of giving this money?

Answer. Not to my knowledge.

Question. And that nothing was required at the time you got your contract?

Answer. I never promised him that I would pay for any contract that he would get.

Question. And nothing of this sort was ever required of you?

Answer. Nothing that I have any recollection of.

Question, (by the Chairman.) Have you reason to suppose that any part of this money was expended for the benefit of Mr. Seaman?

Answer. I think I have already answered that I have not.

Question. To-day we had some trouble in making up an amount of $7,085 in your account, which was not satisfactorily explained; I find here a charge of money paid to you for the Agricultural Report, of $1,744, and for the Mechanical Report, of $5,777; these two amounts charged, one for the Mechanical and the other for the Agricultural Report, make $7,521, which is within $436 of the amount entered on your books; is not that the explanation?

Answer. No, sir; the explanation I gave this morning is the true one—that $5,777 was the amount paid to us for our work, and that the balance was paid for drawings and wood for the same work.

Question. Do you know anything else either connected with your

own transactions with Mr. Seaman while superintendent, or of any transactions of other parties doing business with him, whether engravers, lithographers, electrotypers, paper contractors, or any other parties having business with the government, that it is important this committee should know?

Answer. To the best of my knowledge, I have told all that I know of importance to this investigation.

Question. Have you ever heard of Mr. Seamen receiving, directly or indirectly, in money, loans, or other valuable considerations from any parties doing business with his office?

Answer. No, sir.

Question. Do you know Mr. Sinclair, of Philadelphia?

Answer. Yes, sir.

Question. Have you ever heard of his paying money to Mr. Seaman or to others for him?

Answer. No, sir, I have not.

Question. Have you ever heard Mr. Megargee say that he had made any deductions on paper, or that he had been compelled to furnish any quantity of paper to Mr. Seaman to make up an amount more than his certificates covered?

Answer. No, sir.

GEORGE D. JEWETT sworn.

Question, (by the Chairman.) Where do you reside?

Answer. In Hartford, Connecticut.

Question. Were you recently engaged as clerk in the office of Superintendent of Public Printing during Mr. Seaman's superintendency?

Answer. Yes, sir.

Question. How long were you in that office?

Answer. I was there from January, 1854, till the 1st of September last.

Question. You went in then very soon after Mr. Seaman's appointment, did you not?

Answer. No, sir; Mr. Seaman had been in the office more than a year.

Question. What particular branch of business had you charge of in that office?

Answer. I had charge of the paper, and a portion of the time of the executive printing.

Question. What were your duties in connexion with these branches of the business of the office?

Answer. In regard to the executive printing my duty was to receive all orders from the departments, enter them upon the books, and send them to the public printer.

Question. What in regard to paper?

Answer. To receive and enter upon the books paper from the contractors, and to deliver it to the public printer.

Question. During the time you were engaged in the office did you receive all the paper furnished by the contractors to that department?

Answer. I think I did pretty much all except during my absence.

Question. Were you absent much?

Answer. I was in the habit some three or four times a year of making short visits to Connecticut.

Question. What was the mode of receiving paper from the contractors?

Answer. The paper was received, an account taken of it, and the amount entered upon the invoice book.

Question. The amount entered by weight or per ream?

Answer. Per ream.

Question. Was it your habit to examine the paper as to quality or weight?

Answer. Yes, sir.

Question. Did you keep samples in the office?

Answer. Samples were kept in the office.

Question. Was it your duty to see that the paper corresponded with the samples?

Answer. It was my duty to look at it and if it did not correspond with the sample to report to the superintendent.

Question. Did the paper generally correspond with the sample or was it generally inferior in quality or lighter in weight?

Answer. I think it generally corresponded with the sample.

Question. Were there any instances in which the paper was materially below the sample in its weight?

Answer. I do not remember any particular instance.

Question. Were you in the habit of weighing the paper delivered?

Answer. Yes, sir; occasionally.

Question. How did it correspond with the stipulated weight generally?

Answer. Generally the weight was good; I did not weigh very much of the paper.

Question. Would four or six pounds in the ream be a material difference?

Answer. Yes, sir.

Question. If you had found paper then materially lighter than that contracted for, would you have felt it your duty to report it to the superintendent?

Answer. Yes, sir.

Question. Have you any recollection of paper that was received by the superintendent where you have reported it materially below the sample furnished?

Answer. I think I have.

Question. Will you state the circumstances as nearly as you can?

Answer. My impression is that there were some invoices of paper received which were not quite up to the sample, and that bringing it to the notice of the superintendent it was put one side as I supposed for the purpose of rejecting it; and upon the public printer being out of paper, and members calling for their documents, documents given to the printer over night to be furnished next morning, I think there were cases of that kind where we were obliged to use invoices which had been so put aside.

Question. Was it customary for the contractors to supply the super-

intendent's office from month to month, or was it customary for them to supply you in large quantities which were kept in the warerooms?

Answer. They supplied the government with paper from orders issued by the superintendent. In some instances the orders were greater, and in others smaller.

Question. What was the usual condition of the wareroom, pretty well stocked; or did you depend from week to week for supplies from the contractors?

Answer. I do not think I consider that the wareroom was overstocked with paper.

Question. Can you specify the particular time when any of the invoices of inferior paper were received?

Answer. No, sir, I cannot. This invoice to which I alluded was received a long time ago, not long after I came into the office. I have the simple recollection that there was paper which was not considered, perhaps, quite what it should be; but that, after all, it would be considered passable paper, because we were obliged to have it at a time when navigation was closed, when vessels were frozen up in the river and we could not get it by railroad.

Question. Could you specify a time when any of these particular invoices were delivered?

Answer. I think if I had the books I could point out some of these invoices. The paper received under these circumstances, when the river was frozen up, came very irregularly, and I think I could point out the invoices to which I refer.

Question. What was the custom of your office on delivering paper to the public printer; how did you deliver it?

Answer. Upon his requisition. I may say upon his verbal instructions as he wanted it.

Question. Was it delivered by yourself in person or by your order?

Answer. Sometimes by myself in person and sometimes by order.

Question. Did you keep the key of the wareroom or was it kept by the messenger?

Answer. During the time the government had a wareroom on 11th street I kept the key; after the warehouse was built adjoining Mr. Wendell's building the key was placed in the hands of the man who attended to it.

Question. What was that man's name?

Answer. Wallace.

Question. In whose employ was Mr. Wallace?

Answer. He was a watchman in the employ of Mr. Wendell.

Question. Did he deliver the paper to Mr. W. from time to time as it was wanted?

Answer. Yes, sir.

Question. What memorandum or account did he keep of the paper?

Answer. He would insert the number of reams in a printed blank book, the receipt for which would be signed by the foreman or pressman in the office. That receipt would be returned to me, and I would get the official receipts from the public printer, giving these to him as his vouchers.

Question. Did he always use these blank forms?

Answer. Yes, sir.

Question. And these were given to you as vouchers for the paper delivered?

Answer. Yes, sir.

Question. Did you keep these printed forms, or did you allow him to keep them for his own use?

Answer. I had them printed and sent to him as they were wanted.

Question. Can you describe one of these forms?

Answer. "Washington, ——, '59. Received of A. G. Seaman, Superintendent of Public Printing, ——— reams of ——— pounds paper. Signed ———, Public Printer." I think that was about the form.

Question. They were generally signed by Mr. Wendell?

Answer. By the foreman in the press-room. I think Mr. Gray was at that time foreman in the press-room. They were generally signed by him, but sometimes by Mr. English, foreman of the office.

Question. Were there any invoices of paper received at Mr. Wendell's office by this man Wallace, or by any one else not connected with the office of public printing, which was not weighed, was not examined, and was not entered?

Answer. Your question is a very complicated one. I do not know that any paper was ever received at the office that was not entered and properly entered.

Question. Do you know whether any invoices of paper were ever received at the wareroom of Mr. Wendell by Mr. Wallace or by any other person not connected with the Superintendent's office?

Answer. No, sir; I do not think I do.

Question. Is it likely that any paper was received under these circumstances?

Answer. No, sir; I think not.

Question. If any paper had been received under these circumstances would you not have known it?

Answer. I think I should.

Question. Were the wrappers of government paper ever removed or torn off at the railroad?

Answer. Never to my knowledge, unless it was by the casual handling of it.

Question. How was the paper generally stamped?

Answer. It was generally stamped G. P., with the size of the paper, and figures indicating the weight. That was the instruction I always gave them, and I do not know that they ever had different instructions.

Question. How did the railroad men make up their account of the weight for transportation?

Answer. I think they generally charged by the bundle.

Question. Do you know any instances in which the wrappers were defaced or torn, obliterating the mark of weight so as to compel the Railroad Company to weigh the paper in order to ascertain its weight?

Answer. No, sir; I think the Railroad Company charged by the bundle. I am not sure but they charged some individuals by weight; that was a matter which the office had nothing to do with, and of which we could know nothing except by overhearing it.

Question. What became of the receipts which Mr. Wallace sent down from time to time of the paper delivered to the public printer?

Answer. I delivered these to the public printer as vouchers after having his official receipts for the paper delivered to him.

Question. What became of those official receipts?

Answer. They are on file, I presume, in the Superintendent's office.

Question. Did you keep any memoranda in a book at the office of the receipts as returned to the office by Mr. Wallace?

Answer. No, sir; not officially. A part of the time I kept a private memorandum in the back part of one of the books for my own gratification, in order to know about what quantity of paper was on hand at the warehouse, to govern me in giving my orders.

Question. When you returned those memoranda or receipts to the public printer and took from him official receipts, did you enter these official receipts in any book at the office?

Answer. When I came into the office there was no book bound for that purpose. When this business came into my hands these receipts for paper delivered were written in a memorandum book from time to time as the paper was delivered. I had a book bound and printed with these official receipts, so that they should be kept on file in the office in a better form. Those are the receipts I referred to which the public printer signed.

Question. Did Mr. Wallace at any time send down to the office mere slips of paper of irregular shape, with memorandums of the paper delivered to the public printer?

Answer. Yes, sir; I think he did.

Question. Was that before or after you had adopted the blank book form of receipts?

Answer. I am not sure. I think I filled up these blank receipts from these memoranda a part of the time.

Question. Then he did not always use these blank receipts?

Answer. Yes, sir; sometimes I filled them up, and sometimes he put in the amounts.

Question. Then these blank receipts were only memoranda in order to enable you to fill up the blank receipts?

Answer. I gave him directions to furnish me with the amounts from day to day, and he would do it from such paper as he found handy. He had no books there, and it could not be expected that he would have such books.

Question. Then these slips were mere memoranda from which you filled up the regular recepts which he got from the foreman?

Answer. That is all.

Question. Were there any instances in which these regular receipts were not furnished, and the irregular memoranda were the only vouchers you had from the public printer?

Answer. No, sir; I think not.

Question. Do you recollect any amount or any invoice of paper having been delivered by the railroad which had not been received or inspected by you or any one connected with the office, and which you afterwards entered in the books of the office of the Superintendent

of Public Printing as having been so delivered, without any inspection, and without having passed through your office?

Answer. I think I do.

Question. Will you explain this transaction?

Answer. I think it occurred in this way: Shortly after a contract for paper had been given out, the contractor shipped the paper, addressed to Mr. Wendell—addressed to "C. Wendell, Washington"—not knowing or not understanding the directions of the office. As soon as I discovered it I corrected the error, but in the meantime a number of reams, I cannot now state how many, had been received in that way by the public printer, and by him used. The matter being thus explained, knowing that was paper coming from the contractors under the contract with the Superintendent of the Public Printing, I receipted for it on the books of the office?

Question. What invoice was that?

Answer. I cannot say.

Question. In what work did the public printer use that paper?

Answer. In the public documents.

Question. Has Mr. Wendell been in the habit of printing anything else but public documents?

Answer. Yes, sir; he has printed speeches for members of Congress, and I think he has executed private work.

Question. Can you explain how many of these printed documents get into the hands of the grocers and tradesmen of this city?

Answer. I cannot. It is something I have often wondered at myself. I know that I have often seen paper printed on by the public printer in the stores of the city, but how it came there is beyond my knowledge.

Question. Did you ever make an investigation of the matter?

Answer. No, sir.

Question. Have you ever heard any explanation of it?

Answer. I have heard the remark that it must have been stolen, but of that I have no knowledge. That is a matter with which the office of Superintendent of Public Printing can have no official business. Having delivered the paper to the public printer, he becomes liable.

Question. How were the paper contracts secured under the law; by advertisement?

Answer. Yes, sir.

Question. Do you know whether any paper has been purchased in open market which had not been advertised for?

Answer. There has been none purchased in open market to my knowledge.

Question. How was the paper for Census Report of 1850 purchased?

Answer. I do not know.

Question. Did not that pass through your office?

Answer. If it did, it was previous to my employment there I think it must have passed through that office, however, because I remember there were a few reams of census paper on hand when I came into the office. I know nothing in relation to the matter beyond that.

Question. Was it the uniform rule in the office to accept the lowest bids for paper to supply the office?

Answer. I think Mr. Seaman was generally governed by the lowest and best bid.

Question. There was no standard sample furnished by the office, but each bidder furnished his own sample?

Answer. Yes, sir.

Question. Then it was left in the discretion of the Superintendent to accept the lowest and best bid, or whatever bid appeared to him best for the government?

Answer. Perhaps it will be better to explain somewhat in detail the *modus operandi* of the matter. In the first place, an advertisement was issued in conformity to law. The proposals were then sent to the office and addressed to the Superintendent of Public Printing, endorsed "Proposals." These packages were given to the chief clerk, who took them and locked them up in his desk. Then samples would be sent along from time to time, and would be kept in the office until the day appointed to open the proposals. These proposals were opened by the Vice President, or President of the Senate, and Speaker of the House of Representatives, who endorsed their names upon the back of each proposal. Then, as soon thereafter as convenient, the samples were taken out of the boxes or bundles, and one of the clerks, generally Mr. Williams, I believe, would take them into an adjoining room and remove the outside sheets containing marks showing from whom they came, and put on them a private mark of his own, such as letters or numbers. Then Mr. Seaman and his clerks would examine the samples, not knowing from whom any particular sample came. When a sample was found, such as would meet the requirements of the office, it was laid by, and so on until all the samples furnished by the perhaps twenty or thirty bidders had been gone through with. Mr. Williams would then be called on to name what proposal the private mark on each sample thus selected corresponded with, and in that way all these contracts were given out.

Question. Do you know Mr. Megargee, of Philadelphia?

Answer. Yes, sir.

Question. Was he in the habit of supplying large paper invoices?

Answer. He was a paper contractor two years, I think, under Mr. Seaman?

Question. Do you know whether Mr. Megargee was ever paid any sum of money for paper, which sum of money had been received by Mr. Seaman out of the fund for waste leaves?

Answer. Yes, sir.

Question. Do you recollect the amount?

Answer. No, sir; I do not.

Question. Did you keep the account, also, of paper furnished to binders for waste leaves?

Answer. Yes, sir.

Question. Had Mr. Arnold an account for paper for waste leaves?

Answer. Yes, sir.

Question. Do you recollect how Mr. Arnold's account for such paper stood when you left the office?

Answer. Mr. Arnold was owing the office just previous to my eaving several hundred dollars ; I think about $1,100.

Question. Do you know whether he ever paid any portion of that amount to Mr. Seaman which was not credited on the books of the office?

Answer. I do not think he did, because I handed the bill to him several times, and spoke to him about it repeatedly, and he said that he would pay it when he got some money.

Question. Did Mr. Arnold ever tell Mr. Seaman that he ever loaned Mr. Seaman any money with the understanding that it was to be applied to the payment of that bill?

Answer. No, sir ; I do not think he did.

Question. Did Mr. Arnold ever tell you that he did not owe the bill?

Answer. No, sir ; he always said he would settle it as soon as he got the money.

Question. How did Mr. McGuire's account stand when you left the office for paper furnished for waste leaves?

Answer. There was a balance due, I think, from Mr. McGuire ; I do not recollect the amount. My duty was to deliver this paper to the binders upon their requisitions, and not particularly to collect bills from them. I recollect the fact, however, which I have stated in reference to Mr. Arnold's account, because I had presented a bill to him several times, and had spoken to him repeatedly about this balance. Last August, General Bowman gave me leave of absence for a short time, asking me, when I returned, to close up these outstanding accounts. I told him I would. When I returned I found that he had balanced these binders' accounts. I did not communicate to him on the subject, but I informed his assistant, Dr. Quail, that it was wrong ; that Mr. Arnold, Mr. Tretler, Mr. Williams, and perhaps one or two others, were owing the office. He then reopened the accounts, and, as I understand, collected the money from these parties.

Question, (by Mr. Harris.) At the time you were in the office, did the accounts with the parties you have named disclose the balance due the office by them?

Answer. Yes, sir.

Question. Were they closed by lines drawn underneath the columns of figures by Gen. Bowman or any of his clerks?

Answer. I think I drew lines under them myself for the purpose of having nothing more placed upon those pages ; the accounts were not closed, because there was no credit.

Question. My recollection is, that the columns were not added up, but that lines were drawn under the figures; do I understand you to say that these lines were not intended to show the account was balanced, but only to show that nothing more was to go upon the page?

Answer. That was all.

Question, (by the Chairman.) Will you explain the fact that on one of these pages two lines were drawn under the figures, and from them a lateral line drawn across the page below, with a reference in your handwriting "carried forward" to such a page; on that page the account was again commenced, but no amount carried forward?

Answer. Yes, sir; I think I can explain it in this way: I do not remember writing the words "carried forward," but I can explain why the lines were drawn. The Committee on Printing had directed to deliver to the binders paper for waste leaves, without any charge from a certain time, and this page to which you allude as having lines drawn underneath probably contained the account with the public binders for this waste leaf paper up to the time of the passage of that resolution. One thing is certain, there was nothing on any of these pages to show that the account was balanced, unless it was balanced. I last winter had a new book bound for this purpose. The book to which you refer is the same one they have had in the office since its commencement, and was delivered to me in the way in which I kept it.

Question. If you had been called on to open a set of books in that office, would you have opened them differently?

Answer. So far as the delivery of paper to binders was concerned, I think that was a legitimate book. The object of it was merely to show an account of the paper delivered to binders, and that it did show.

Question. Did Mr. Seaman keep any separate account of moneys received for waste leaves from binders?

Answer. I do not know.

Question. Did you ever collect any money from binders for paper furnished them for waste leaves?

Answer. I collected one bill, I think.

Question. What did you do with the money?

Answer. This was a bill, I think, against Mr. Arnold. I went to him and asked him for the amount of the bill, at the request of Mr. Seaman. He gave me a check which, I think, I deposited in the bank to the credit of Mr. Seaman's special account. It was some time ago, but I think that is what I did.

Question. Did Mr. Seaman keep two accounts in bank?

Answer. I think he kept an individual account and a special account?

Question. Then you are not aware of any account which Mr. Seaman kept of money received for waste leaves?

Answer. I think he must have kept it under his special account, for I deposited the check to which I refer to his special account.

Question. My remark refers to his office. Did he keep any particular account of money received from that particular source in his office books?

Answer. No, sir, not to my knowledge.

Question. What do you mean by special and individual accounts?

Answer. That not coming under my branch of business, perhaps I cannot explain fully. My impression was, that he had such accounts, from the fact of my depositing the check to which I refer to his special account in bank for waste leaves. I do not know that I ever went to the bank for him on any special business but that.

Question. Who made up the certificates from which the paper contractors drew their money?

Answer. For a time I had it in charge.

Question. From what vouchers or memoranda did you make up these certificates?

Answer. From the accounts, as entered in the office books, of paper receipts.

Question. Who paid the freight on the paper delivered here?

Answer. The contractors.

Question. Have you any recollection of any paper, any lithographic printing or engraving sent to Mr. Seaman's office upon which the freight, cartage, or expressage was not paid?

Answer. I think the engravings generally came with the expressage not paid. That, however, did not come under my branch of business.

Question. Were the contracts to deliver them here, or was the office to pay the expressage?

Answer. I think the advertisements required them to be delivered here.

Question. But that the expressage was generally unpaid?

Answer. I think so.

Question. Do you know whether Mr. Seaman kept any account for expressage under that particular head?

Answer. I think he must have done.

Question. Do you know whether he did?

Answer. I cannot say, because that item did not come under my branch of the business. Mr. Williams had charge of such matters in the office. I think I have seen him put down items of account with the Express Company.

Question. Do you know of any instances in which paper, rejected by yourself as below the standard, was received by Mr. Seaman on the application of the contractor?

Answer. No, sir; I never knew of such an instance.

Question Have you ever heard any of the contractors say they had paid to Mr. Seaman any per centage or sum of money for a contract out of the funds received from the government?

Answer. No, sir.

Question. Have you ever known Mr. Seaman to receive, directly or indirectly, any money or other valuable consideration from paper contractors, or from those bidding for contracts for paper?

Answer. No, sir.

Question. Have you ever known Mr. Seaman to borrow money from any paper contractor during the time he was delivering paper, or during the continuance of his business connexion with the office?

Answer. No, sir.

Question. Have you ever heard that Mr. Seaman did receive any pecuniary consideration from any of these parties?

Answer. I do not know that I have. I cannot remember that I have.

Question. At the time that bill or invoice of paper received from Mr. Megargee was paid for, as appears from the memorandum on the books of the office, out of money received for paper for waste leaves, was the whole amount then paid due Mr. Megargee for paper already received?

Answer. I think there were a few reams of paper paid for by Mr. Seaman at that time more than had been received, to make up the balance of money in his hands.

Question. What was the object of paying for paper which he had not received?

Answer. I suppose it was to dispose of the amount of money then in his hands paid for waste leaves.

Question. You have stated that a few reams of paper had not been received which were included in that bill; do you remember how many?

Answer. I cannot recollect. My impression is, that there were only a few reams short, certainly less than a hundred.

Question. What was Mr. Seaman's object in paying for these few reams which had not been received at that particular time?

Answer. It was, as I suppose, to balance this waste leaf account.

Question. Was it necessary for him at that time to pay out all the money he had on hand from the waste leaf account?

Answer. I do not know whether it was necessary or not.

Question. Why did he desire to balance that account in that particular way?

Answer. I do not know, unless it was that that amount of money had accumulated for waste leaves.

Question. Was that the whole amount he had received for waste leaves up to that time?

Answer. I do not know. I did not make any calculation on that subject.

Question. How was that money paid to Mr. Megargee?

Answer. Mr. Seaman paid it.

Question. How, in money or by check?

Answer. I do not know My impression is, that Mr. Seaman paid him the money, but I do not know.

Question. Did you keep Mr. Seaman's bank account for him?

Answer. No, sir.

Question, (by Mr. Covode) I ask you whether a complaint here among the bookbinders was not the cause of that money being transferred from the bank into Mr. Megargee's hands?

Answer. At that time I think there was some talk about such complaints, but I don't remember the particulars. It was some time since.

Question, (by the Chairman.) What is your recollection about that talk or conversation in the streets?

Answer. Well, sir, I think I heard Mr. Towers say that they were trying to make Mr. Seaman trouble in this matter. I do not know that I could give you any clue to the matter, because I never had any knowledge of it. I only heard some remarks of that kind.

Question, (by Mr. Covode.) At the time these transfers were made, had you any conversation with Mr. Seaman about it?

Answer. No, sir.

Question, (by the Chairman.) Did Mr. Seaman take Mr. Megargee's receipt for this money at the time it was paid?

Answer. I think he did.

Question. Was Mr. Megargee in the city at the time?

Answer. I think Mr. Megargee sent his receipt by mail. He was n the habit, however, of coming to the city pretty often.

Question. Where is that receipt?

Answer. I suppose it must be on file in the office.

Question. Do you know whether Mr. Seaman drew any check at hat time on his own bank account, or upon this special account, for he payment of that bill?

Answer. I think he did; I think he sent Mr. Megargee some money; whether it was the whole or a part only of it I do not know. I think ; was a part of it. I think he settled that matter by giving money a part and a note in part.

Question. Do you recollect the proportions paid in money and y note?

Answer. I cannot tell.

Question. This outside disturbance and the movements upon the art of the treasury to investigate this matter was the prime cause of his payment?

Answer. I do not know that that was the cause of it. I only know hat about that time there was a general street talk in regard to Mr. eaman; and I think, by the way, this was about the time of his re-omination.

Question. Did he say anything to you about the matter?

Answer. Yes, sir.

Question. What did he say?

Answer. I think the invoice book showed there was due to Megargee he price of several hundred reams of paper; my impression is, that Ir. Seaman instructed me to issue him a certificate for that paper; issued to Megargee a certificate in the usual form, but upon giving hat certificate to Mr. Seaman he said it was wrong; that he wanted hat amount of paper balanced with Megargee, and that he would ettle it out of money received for waste leaves; and I think that ook will show that that certificate was issued in the usual form, but hat Mr. Seaman saying he would cancel that amount, it was erased o as to stand there to show that the paper had been paid for by Mr. Seaman; I think I made a memorandum of that fact upon the books.

Question. Did Mr. Seaman say anything about the necessity of paying out that particular amount of money at that time?

Answer. I do not remember that he did.

Question. Did he direct you to make up the amount larger than the amount then due to Mr. Megargee?

Answer. I think he had in his possession a little more money than that paper would cover, and that he directed me to add enough to it to cover the amount of money, and then to deduct a few reams at the issuing of the next certificate; which I did.

Question. Have you ever heard of Mr. Megargee's either paying or loaning money to Mr. Seaman?

Answer. No, sir.

Question. Have you ever heard of Mr. Butler, of New York, paying Mr. Seaman any per centage for contracts, or of loaning him any particular sum of money, while delivering paper to the government?

Answer. No, sir.

Question. Have you ever heard of Mr. Seaman's receiving any par-

ticular sum, either as a loan or as a per centage, from the firm of Campbell, Hall & Co.?

Answer. No, sir.

Question. Have you ever heard of Mr. Seaman receiving any per centage upon the contract of M. E. Imley?

Answer. No, sir.

Question. Have you ever heard of Mr. Seaman's borrowing from Wm. H. Imley $6,000, or any greater or less sum, during the time that paper was supplied to the government by and during the existance of Mr. Imley's contract?

Answer. I have no particular recollection of any such transaction, though it seems as if I had heard that Mr. Seaman had borrowed some money of him. I have no knowledge of it.

Question. The impression you have, you have from Mr. Seaman?

Answer. I do not know how I got that impression.

Question. Do you recollect the amount?

Answer. I do not.

Question. Do you know whether Mr. Imley was loaning money at that particular time?

Answer. I do not.

Question. Do you not know that Imley himself was embarrassed at that particular time?

Answer. I know that Mr. Imley had difficulty about that time.

Question. Do you not know that he was not paying his debts at that particular time?

Answer. I think it was before that time that he asked an extension. I think it was before I came here.

Question. Do you not know that Mr. Imley has been embarrassed ever since he resumed business?

Answer. Yes, sir; that is, he has told me so. Mr. Imley frequently had conversations with me about business generally. While I was in the post office he would come in and talk with me. He told me that Buck's matter embarrassed him.

Question. Do you know of Mr. Seaman borrowing money of any other contractor of the government?

Answer. No, sir; I have no knowledge of his borrowing money of Mr. Imley. I have only an indistinct recollection of hearing something of that kind from some source. Aside from the matter which I have just mentioned, I do not think I have heard of anything of that kind.

Question, (by Mr. Harris.) There was an account in testimony before the committee of $669 11 due by Mrs. Sergeant for waste leaves. Do you recollect of presenting a bill to Mrs. Sergeant, or to her agent, for that?

Answer. I think Mrs. Sergeant bound not the extra documents, but the regular documents; and when the committee made the order to deliver to the binders the waste leaves free of expense, I had the impression that Mrs. Sergeant was also to receive this paper free of expense; but it seems that she was not included in the resolution. She was owing a small amount of money to the office at the time that resolution was adopted, and she received some waste leaves under it. But as

turned out that she was not included in the resolution, she owed the office for the paper she had received—about the amount you specify. For that amount I sent the bill to her agent, and she paid it.

Question. It is in testimony that you stated that you had received from Mr. Seaman the impression that Mrs. Sergeant was not to be required to pay for that paper. Why was she not to be required to pay for it?

Answer. Well, sir; Mr. Seaman informed me that thereafter we should furnish paper to the binders for waste leaves; that I was to keep an account of the same as before, but that they were to account for the paper by the books they bound, which account was made out by the clerk; and I supposed Mrs. Sergeant was included; but it seems that she was not. She owed a small amount previous to the passage of that resolution. The amount which appeared upon the books against Mr. Arnold also was the amount which he owed up to the time of the passage of that resolution; and that was the matter of waste leaves which Mr. Seaman settled for, and that was the amount of money I understand he had in his possession. The paper contractors got the money from Mr. Seaman out of that fund. They never got any certificate for it.

Question, (by Mr. Covode.) Whose business was it to make out the certificates monthly, upon which the clerks' wages were paid?

Answer. The business of the chief clerk.

Question. Were you chief clerk?

Answer. No, sir; Mr. Towers was.

Question. Do you know of any person drawing pay as clerk in the office while you were there who did not render service to the office?

Answer. There was no such person drawing pay and rendering no service while I was connected with the office.

Question. Was Mr. Shaw there while you were in the office?

Answer. He was not.

Question. It was not during the time you were in the office that he received pay?

Answer. No, sir; but I think it was while I was in the office that Mr. Shaw got the extra compensation.

Question, (by the Chairman.) When did you go into that office?

Answer. In January, 1854.

Question. What were the relations existing between Mr. Wendell and Mr. Seaman; were they intimate and familiar?

Answer. I think they have always been intimate and familiar.

Question. And knowing each other's business very well?

Answer. I do not know as to that.

Question. What are the relations existing between Mr. Megargee and Mr. Seaman; have they been intimate?

Answer. Friendly, so far as I know.

Question. Do you know whether Peter Gorman has had any interest in the office since you were there?

Answer. I do not. I have seen him in the office.

Question. Do you know whether he ever took any interest in getting contracts for any parties pressing their claims upon the department?

Answer. I do not know.

Question. Do you know whether Mr. Wendell took particular interest in behalf of any engravers, lithographers, or other parties seeking work from the government?

Answer. No, sir; I should not be likely to know that as it would not come under my branch of business.

Question. Were you present with Mr. Butler and other paper manufacturers, and myself, last year when we went to the public store and examined and weighed the paper in the public store?

Answer. Yes, sir.

Question. Do you remember what we found to be the general deficiency in the paper?

Answer. I do not recollect exactly. There was a deficiency in some of it. Mr. Butler found that there were some two pounds of deficiency in his own paper.

Question. Do you know that some of it was deficient eight or ten pounds to the ream?

Answer. No, sir. Perhaps you refer to bundles, which contain two reams.

Question. Yes; so much deficiency in a bundle?

Answer. I know there was a deficiency in some of it as to weight.

Question. Do you not know that it amounted to 4, 6, 8, and sometimes as high as 10 pounds upon some of it?

Answer. I think the average was about two pounds.

Question. I am not speaking of the average; I am speaking of the greatest deficiency. Do not you know that some of that paper which we weighed was from six to ten pounds deficient to the bundle?

Answer. I do not; but some of it was from two and a half to three pounds short to the ream. It do not think it averaged that.

Question. You will recollect that one class of that paper over-weighed?

Answer. Yes, sir; that paper which over-weighed was furnished under the Imley contract.

Question. Taking the paper together, that which over-weighed and that which under-weighed, it made this average, of which you speak, of two to three pounds to the ream?

Answer. No, sir; because taking one contractor's paper which over-weighed, and apply the excess to that which under-weighed, would leave an average deficiency less than that. In reference to that particular class of paper I referred to, there were a few invoices received which were a little under weight.

Question. How was the paper for weighing selected by us.

Answer. Miscellaneously, in bundles.

Question, (by Mr. Covode.) Where was the Imley paper made?

Answer. In Connecticut, near Hartford.

Question. Did you have paper from Connecticut from only one manufactory?

Answer. From only one.

Question. Who owned that establishment?

Answer. Mr. Imley himself.

Question, (by the Chairman.) Do you know of anything else of any character connected with Mr. Seaman's account or business conduct

while in the office of Superintendent of Public Printing which it is proper and right for this committee to know?

Answer. I do not.

Question, (by Mr. Harris.) Have you upon the record enough to explain that these apparently closed waste leaves accounts, were lined by you only to show that the accounts under the one arrangement were stopped there, and not for the purpose of giving the impression that the accounts finally were closed?

Answer. I think so.

SATURDAY MORNING, *February* 5, 1859.

GEORGE D. JEWETT recalled:

Question, (by the Chairman.) Was there any paper rejected and afterwards put up in different wrappers and then received?

Answer. Not that I know of.

Question. Were receipts taken for all paper which was delivered to the public printer?

Answer. Yes, sir; and they are on file, or ought to be, in the office.

Question. Did you keep any account as to the paper received from contractors and of the paper delivered to the public printer?

Answer. I kept an account of the paper received from the contractors, but the account of paper delivered to the public printer was in the hands of Mr. Towers. It was his duty to settle that account.

Question. Was it possible for you at any particular time to tell how the paper account between the government and the public printer stood?

Answer. No, sir; that was not my duty.

Question. Was it possible for any person in your office to do it?

Answer. I think it would have been difficult to do so, from the fact that the large works which had been ordered by Congress were in progress of publication, and it would have been quite difficult to settle the paper account.

Question. Would it be possible to settle the account until all the work ordered for the last four or five years was completed?

Answer. It could not be very well until all the work was completed.

Question. Do you think it possible to keep, under the system adopted, a correct and satisfactory account between the government and the public printer?

Answer. Yes, sir; I think satisfactory accounts can be kept, but as the printer receives paper from time to time for the publication of various works, you cannot tell what amount of paper is required for any particular work until it is executed. When a particular work is finished estimates can be made of the amount of paper used.

Question, (by Mr. Covode.) Did you, when a work was finished, make up an estimate of the amount of paper in it?

Answer. That did not come under the duties of my desk.

Question, (by the Chairman.) You stated last evening that you believed, through mistake, a certain number of reams of paper had been sent to Mr. Wendell, and received by him, which had not been received

by any one in your office; not examined or weighed. Do you recollect the amount of that paper?

Answer. I do not recollect the exact quantity. The books of the office will show.

Question. Do those books show the exact number of reams received under those circumstances?

Answer. Yes, sir; and the invoice book, I think, has a memorandum attached to that entry, stating that fact.

Question. Was it as great as 2,500 reams?

Answer. Oh, no, not so great a quantity as that; although I do not recollect the exact amount.

Question. Was it half that amount?

Answer. My recollection is, that it was some three or four hundred reams.

Question, (by Mr. Covode.) I ask you whether you do not know that Mr. Seaman was induced to move his deposits from one place to another, when he was a candidate for renomination, in order to get a charge of improper conduct lying against him out of the way of his renomination?

Answer. I was never aware that he did remove his deposits. I have no knowledge of it.

[Mr. Seaman, upon invitation of the committee, appeared in the committee room, that he might propound to Mr. Jewett such questions as he might desire in reference to matters pertaining to the subject under investigation; when, after being informed of the testimony of Mr. Jewett, and the questions which had been propounded to him by the committee, he declared he was satisfied with the examination, and desired to ask no questions.]

SYLVESTER J. MEGARGEE sworn:

Question, (by the Chairman.) What is your business?

Answer. I am a commission merchant.

Question. In what particular branch?

Answer. In the paper business.

Question. Where do you reside?

Answer. In Philadelphia.

Question. Had you any transactions with the government in supplying paper and other matters, under Mr. Seaman's superintendency?

Answer. Yes, sir.

Question. State what they were.

Answer. In 1855 I received orders from Mr. Seaman for plate paper.

Question. What amount of paper did you supply at that time?

Answer. I think it was about $60,000 worth. I was not a contractor at that time, I think.

Question. How did you get that contract?

Answer. I had been acquainted with Mr. Seaman a long time previous. He gave orders for it, at least orders came from his office here. In fact, I solicited orders. He gave me orders and I fulfilled them by delivering paper to various lithographers, and perhaps to some copperplate printers.

Question. Describe the paper.

Answer. It was 19 by 24 inches, and my impression is it weighed from 50 to 60 pounds to the ream.

Question. What was the price of it?

Answer. Twenty cents the pound.

Question. Is that paper generally higher than ordinary printing paper?

Answer. Yes, sir; and that was the price of it for many years. It was a stereotyped price; as much so as that of anything in the market.

Question. Is that the price of it at this time.

Answer. Yes, sir.

Question. Was that a fair price for it in 1855?

Answer. Yes, sir; and I received a full commission on the paper, though it does not generally pay a full commission in this country.

Question. Who are the principal producers of that paper in this country?

Answer. Tilaston & Hollingsworth of Boston. They have a great name and reputation.

Question. How much did you say there was of that paper?

Answer. My impression is that there was $60,000 worth. Oh, no; hold on; I will tell you in a moment. Upon reference to my books, I find it amounted to $7,717 70.

Question. Did you receive certificates from Mr. Seaman, as Superintendent, for that amount?

Answer. Yes, sir.

Question. Did you receive a certificate from Mr. Seaman for any other amount of plate paper at that time?

Answer. No, sir.

Question. Have you received a certificate from Mr. Seaman for any other amount for plate paper since that time?

Answer. Not to my recollection.

Question. Was that all the plate paper you furnished to the Superintendent of Public Printing?

Answer. I did furnish plate paper in the following year; that is, between November, 1855, and the spring of 1856.

Question. How much did you furnish then?

Answer. I have no recollection. It might be over two hundred reams. I think it did not exceed two hundred reams.

Question. Have you no account of it?

Answer. No, sir.

Question. Did you receive a separate certificate for that amount?

Answer. I received certificates for all the paper I furnished.

Question. Did you receive a separate certificate for that amount?

Answer. Yes, sir.

Question. Do you recollect the gross amount you received from the treasury for plate paper?

Answer. I do not. I have not examined the matter, but I have read General Bowman's report, and I supposed its statements in that respect were correct.

Question. Were advertisements for proposals made for the paper you furnished?

Answer. I think not.

Question. Did you come to Washington to secure that contract, or did Mr. Seaman voluntarily send it to you?

Answer. I was here at the lettings in 1855. I was a bidder, either directly or indirectly; I cannot say which. My impression is, I bid for all other papers which were advertised for. I do not think that plate paper was included in the amount proposed for at the time; but I obtained no contracts.

Question. How long have you known Mr. Seaman?

Answer. I think I became acquainted with him a short time before he was nominated for public printer.

Question. Have your relations with Mr. Seaman been intimate?

Answer. Yes, sir; as much so as parties having business together would be likely to have.

Question. Did you furnish to the government any other paper during his superintendency?

Answer. I furnished forty-five pound paper in 1856.

Question. How much did you furnish in that year?

Answer. I do not know; I have no accounts of it upon my books.

Question. What is your impression as to the amount?

Answer. I think it was in the neighborhood of 21,000 reams.

Question. What was the cost of it?

Answer. I think it was $6 34 per ream.

Question. Was it all furnished under one contract?

Answer. Yes, sir.

Question. What was the aggregate cost of the paper?

Answer. I think it was in the neighborhood of $120,000.

Question. You have no account of that paper in your books?

Answer. No, sir.

Question. Is that your usual way of doing business?

Answer. I am connected with three distinct firms; none of them manufactured any of this paper furnished under the order of Mr. Seaman. I received the orders as the bidder, and then recontracted all this paper with other parties.

Question. And they paid you so much upon your contract as profits?

Answer. Yes, sir.

Question. Who furnished that paper for 1856?

Answer. Rice, Kendell & Co., of Boston; Loucks & Hoffman, of Baltimore county, Maryland; and James Wilcox & Co., of Delaware county, Pennsylvania.

Question. Did you keep any individual cash account of money received for that paper?

Answer. No individual cash account.

Question. In what way were the contracts drawn; in your favor or that of the sub-contractors?

Answer. In my favor.

Question. Did you keep any memorandum of the certificates you received from the government?

Answer. I did not.

Question. Did you keep a cash-book?

Answer. I did.

Question. Did you enter the amount received upon your cash-book?
Answer. No, sir.
Question. Did you furnish any other paper to the government during Mr. Seaman's superintendency?
Answer. Not to that office; I may have furnished paper to other departments.
Question. Did you contract for a supply of paper in 1857?
Answer. I did.
Question. What kind of paper was that?
Answer. Forty-five pound paper.
Question. How much did you deliver to the government under that contract?
Answer. I think about 35,000 reams.
Question. What was that worth?
Answer. I think I received $13 64 per hundred pounds.
Question. Did the contract specify the price by the hundred pounds or by the ream?
Answer. By the ream.
Question. How much was it per ream?
Answer. $6 $13\frac{8}{10}$.
Question. Now give the aggregate amount of that contract of 1857.
Answer. $220,000.
Question. Did you furnish any paper under contract in 1858?
Answer. I did.
Question. How much?
Answer. I think about 14,000 reams.
Question. How much was that worth per ream?
Answer. I think it was $6 $00\frac{3}{10}$.
Question. How much was the aggregate cost?
Answer. $84,000.
Question. Did you keep any account of the paper delivered in 1857 and 1858?
Answer. I did not.
Question. Was that furnished to the government in the same way that the paper of 1856 was furnished?
Answer. Yes, sir.
Question. Was it furnished by the same parties?
Answer. No, sir.
Question. State from whom you got the paper in 1857?
Answer. From Rice, Kendell & Co., of Boston, and Loucks & Hoffman, of Baltimore county, Maryland.
Question. From whom did you get the paper in 1858?
Answer. From Megargee & Brothers, Philadelphia, Charles Megargee & Co., Philadelphia, Curtis & Brothers, Newark, Delaware, and Loucks & Hoffman, Baltimore county, Maryland.
Qustion. Is that all the paper you furnished to the government during Mr. Seaman's superintendency?
Answer. I did not furnish any other paper directly to the government.
Question. What memorandum, if any, did you keep of the quantity of paper delivered by these various parties to the Superintendent?

Answer. Allow me to answer the question by explaining the manner of doing the business. Paper is a leading and heavy article, and for the purpose of handling it as few times as possible, and saving expense, I received the invoices from the parties furnishing the paper, and would send duplicates thereof to my agent here, and to the Superintendent's office, with a request to the office to meet my agent at the delivery of the paper, and keep an account of all paper delivered. I would then come here myself, or send certain parties, to make up the account of the paper delivered with the Superintendent. Sometimes the invoices would not agree with the accounts of paper delivered, and the matter wou.d have to be examined into. When the accounts were finally made to agree, I would get a certificate for the amount, and that would close the matter.

Question. Who was your agent here?

Answer. Mr. Wendell for two years, and Mr. Edward Towers for the following year.

Question. In what years did Mr. Wendell act as agent?

Answer. During the years 1856 and 1857, and Mr. Towers in 1858.

Question. Had you any agent in 1855?

Answer. I do not think I delivered any paper in 1855; I may have done so.

Question. How did you keep your accounts between the parties from whom you purchased this paper and yourself?

Answer. Those accounts were kept by Megargee & Brothers; I was a member of that firm; that was in 1856 and 1857.

Question. How were those accounts kept in 1858?

Answer. By Megargee & Brothers.

Question. Did Megargee & Brothers keep any account of money received and money paid upon this paper?

Answer. Yes, sir.

Question. Then, in your answer to the question which I put, as to whether you kept any account, you meant to say you kept no individual account?

Answer. You asked me whether I kept an individual cash-book. I said I did; I said I had kept an individual cash-book many years. I wished to make an explanation at the time how it was that I had no statement upon my books, but you requested me to defer it for the present.

I am a member of the firm of Megargee & Brothers, and all the purchases, so far as the printing paper is concerned, are made on the account of Megargee & Brothers, and paid for by them. Contracts were made by them with the various manufacturers, and they were the responsible parties to pay, although the government knew nobody but myself in the transactions. The receipts of money from the government are upon their books.

Question. Are you at present a member of that firm?

Answer. I am.

Question. Were you served with a subpœna, *duces tecum*, to bring the books showing those transactions?

Answer. I was.

Question. Have you brought the books?

nswer In obedience to the subpœna, as I understood it, I got the books of Megargee & Brothers to bring with me; and being for by the counsel of the firm that morning to attend to some ness which needed to be attended to, I went. During conversa- with him I told him I had got to go to Washington. I told him business; showed him my summons, and told him what arrange- ts I was making. He told me I had no right to take the books Megargee & Brothers under that subpœna, and if I did, that I ld be sent back for my own. I brought my books.

uestion. Why did you not bring the books of Megargee & thers, which will show these transactions?

nswer. I had no objection to bringing them; but I came to the lusion that if I took those books I should be altogether wrong, therefore I brought no other books than my own. You will find books regularly kept and balanced every month.

uestion, (by Mr. Gartrell.) Did you not know, by reading this pœna, that the books therein referred to were the books of argee & Brothers?

nswer. I thought so myself, and I got the books ready, but the sel whom I and the firm employ said I did not need those books, that if I took them I would be sent back for my own. I told that in 1855 I had an account with the government. He asked if I kept books. I told him I did, and which were balanced every th. He said those were the books to take along with me, and I had no right to take the books of the company.

uestion. Who so advised you?

nswer. Mr. Webster.

uestion, (by Mr. Taylor.) Does the book you have here show a ect statement of the account kept for plate paper furnished in 1855?

nswer. Yes, sir; so long as I was in business in 1855.

uestion. Then all the plate paper you furnished in 1855 to the ernment is charged in that book?

nswer. There may have been paper furnished from the 1st of De- ber, 1854, to the 1st of January, 1855, the account of which is not ained in that book. At that time I took in two brothers into part- hip, and altered the whole character of my business in 1855; and ay have been that simultaneous with that movement and change usiness that Megargee & Brothers may have had one or two trans- ons with the government which are not noticed.

uestion. Have you any recollection of any plate paper which was ished to the government in 1855 which does not appear upon that k?

nswer. To the best of my recollection not more than $2,000 worth.

uestion. Was all the paper that was supplied under the contract ified paid for by certificates on the treasury of the United States?

nswer Yes, sir, every ream of it. I remember that they got into fficulty at one time in the office in reference to some paper I deliv- . I did not mind what that difficulty was, whether in reference to paper or plate paper, if I got my money. It was a matter which to be left with the committee, either of the Senate or of the House, not recollect which, and they said the matter would be arranged.

The matter run on for a long time, and then they said that this paper which I had furnished could not be allowed for. This was a year subsequent to the furnishing of the paper. They said the printers had used up the paper, and that the committee would have nothing to do with it. They said that, from the fact that I had no voucher or receipt for the delivery of that paper, they would not pay for it. I showed them the order I had for the paper from the office, and it was finally paid for, after a great deal of trouble. It was a small matter of only $107.

Question. Was that the only misunderstanding or difficulty you ever had in getting your certificates?

Answer. It was.

Question. Did you receive that small amount by a certificate upon the treasury?

Answer. I think I did. It might have been included in some other amount.

Question. Did you ever furnish any paper to the government under those contracts, or in any way whatever, for which you have not received a certificate, and which you charged to the account of Mr. Seaman, the Superintendent?

Answer. I never, to my recollection, charged any paper to Mr. Seaman, as Superintendent; the paper was charged by the various firms directly to the United States government; all such contractors have fictitious entries for the purpose of balancing their books. My impression is, that the paper was charged to S. J. Megargee for contracts, class one. Now, you want to know whether I have ever furnished any paper for which I did not receive the certificate of the Superintendent for payment; I have furnished paper for which I did not receive such certificate.

Question. How much paper have you furnished under these circumstances?

Answer. Somewhere in the neighborhood of 1,700 reams; I could tell precisely by referring to the books kept by my agent here.

Question. What agent?

Answer. Mr. Towers.

Question. How were you paid for that paper?

Answer. Mr. Seaman paid me for that paper.

Question. In what way?

Answer. I think, in the first place, he gave me a check on Suter, Lea & Co for the whole amount?

Question. How much?

Answer. About $10,000; he then asked whether it would make any difference with me if he gave me a draft at thirty days for a portion of it; I told him it would make no difference, and he then gave me a check for, I think, about $7,000 on Suter, Lea & Co., and his acceptance at thirty days for the balance.

Question. What did you do with the check?

Answer. I went to the banking-house of Suter, Lea & Co., and they gave me a draft for the amount on some house in New York or Philadelphia, I cannot say which.

Question. How was that check drawn?

Answer. I presume it was drawn to my order.

Question. Did it specify any particular account at the bank from which the money was to be drawn?

Answer. I am not able to say.

Question. When you received a draft on New York or Philadelphia for that check, was that draft paid?

Answer. I presume so.

Question. What did you do with the draft?

Answer. I deposited it or sold it, I am not able to say which; if it was worth a premium, I presume I sold it.

Question. What became of the acceptance which Mr. Seaman gave you?

Answer. That acceptance I placed to the account of S. G. Megargee on the books of Megargee & Brothers.

Question. As you are a member of that firm, you can probably tell what became of the acceptance?

Answer. The acceptance was not met at maturity; it may have been partially met, but not wholly so; payments were made on it from time to time; I called his attention to it a great many times, but it run on until the May following, before it was fully paid. It was paid by drafts from Mr. Jewett, one of the clerks in the Superintendent's office, covering the original amount of the acceptance, but not covering the interest.

Question. Then it is not all paid yet?

Answer. The amount due on the face of the draft has been paid and the draft given up, but the interest was not paid

Question. How long since was the last payment made on that draft?

Answer. My impression is, that the last payment was made in May, 1857. I tried to look into the matter from my books, but I could not make it out satisfactorily, because the entries were fictitious entries. I found a remittance in the shape of a draft on a broker in Philadelphia for $1,300, which I believe was the last payment.

Question. What broker?

Answer. Hutchinson, I believe.

Question. Was it drawn by Mr. Seaman, or by some one else?

Answer. It was drawn by some banker, I think.

Question. Will you state to the committee whether the entire amount of that draft has, in fact, absolutely been paid at any time?

Answer. He paid the original amount of the draft. The interest has not all been paid, so far as I can ascertain from the books; that is, the amount of interest which the draft should bear.

Question. Do either of the books you have here show the moneyed transactions in relation to that particular invoice?

Answer. No, sir; I think I know which are the particular entries, if I had the book here which contained them. My attention was called to it, having heard that there was a question about this particular transaction.

Question. From whom did you learn that fact?

Answer. From one of the clerks in the office of the Superintendent.

Question. What is his name?

Answer. Dr. Quail.

Question. Did he volunteer it to you, or did you go there to get that information.

Answer. He volunteered the information, and then called my attention to the entry on the books of the office in relation to it.

Question. Was that the only invoice for which you were paid by Mr. Seaman?

Answer. It is the only invoice.

Question. Were certificates issued for all the others?

Answer. Certificates were issued for all the others, and I think I generally received the drafts on the treasury directly from Mr. Casey by mail.

Question. Will you now state whether you have received the whole amount of these certificates from the government?

Answer. I have.

Question. Did you generally collect them yourself, or through your agents here?

Answer. The majority of the drafts were mailed directly from Mr. Casey. At first Mr Gideon attended to a few of them, but I found it was giving him a good deal of unnecessary trouble, as he never charged anything, and I had a very large amount of business here to be done.

Question. Were any of them collected by Mr. Wendell?

Answer. Not to my knowledge.

Question. Were any of them collected by Mr. Seaman?

Answer. No, sir.

Question. Have you ever received any certificates for paper which had not, at the time they were issued, been delivered to the department?

Answer. I never have.

Question Have you ever been paid by the government for paper which had not, at the time of the payment, been delivered to the department?

Answer. I have not.

Question. How was the paper you supplied to the government generally directed?

Answer. The paper was marked G. P., 24 by 38, 45 pounds.

Question. Do you mean the paper itself, or the manifest?

Answer. The paper itself.

Question. How was the manifest made out and directed?

Answer. It was directed to the Superintendent of Public Printing, care of E. Towers, agent.

Question. Have you been in the habit of collecting money in Philadelphia for Mr. Seaman any way?

Answer. I have attended to business matters there for him.

Question. Have you ever collected money there for him?

Answer. I think I have received money for him.

Question. Do you recollect the parties?

Answer. Yes, sir.

Question. Will you give me their names?

Answer. I think I collected money for him, the proceeds of a note from Pressbury & Billings, proprietors of the Girard House.

Question. Have you collected money for him from any person else?

Answer. No, sir.

Question. Have you received remittances for him from any person else?

Answer. No, sir.

Question. Have you received any money, or any valuable consideration or voucher, from any other party in Philadelphia to remit to Mr. Seaman or to Cornelius Wendell in this city?

Answer. I have, at different times, remitted a good deal of money to Mr. Wendell.

Question. Will you state whether you have received it from any government contractor, or from any one doing business with the office of Superintendent of Public Printing?

Answer. I think I remember one government contractor from whom I received money to be remitted to Mr. Wendell.

Question. Will you state his name?

Answer. Van Ingen.

Question. When did you receive that money?

Answer. I do not recollect. I think I received money from him once to give to Mr. Wendell, or to hand to Mr. Wendell.

Question. Do you recollect the amount?

Answer. My recollection is, that it was $500 in cash, though I am not certain.

Question. Do you recollect whether you ever received a bill or certificate from Mr. Van Ingen entitling him to a certain amount from the treasury?

Answer. I think I have received a certificate from him.

Question. Do you recollect the amount of that?

Answer I do not.

Question. What did you do with it?

Answer. If he gave me orders to deliver it to Mr. Wendell, I either sent it to him or handed it to him.

Question. Do you remember whether you ever collected any bill for Mr. Van Ingen?

Answer. I do not recollect.

Question. What did Mr. Van Ingen say when he handed you this bill or certificate?

Answer. My recollection is, that he told me to send it to Mr. Wendell, or to hand it to Mr. Wendell.

Question. Did you ever receive any money from Mr. Wendell to hand to Mr. Van Ingen?

Answer. I think I did.

Question. Was it before or after this transaction with Mr. Van Ingen of which you have testified?

Answer. I cannot say,

Question. Was it money, or was it a draft?

Answer. I think it was a draft.

Question. What was the amount of that draft?

Answer. I cannot say.

Question. Do you recollect what Mr. Wendell said or wrote to you as to the draft?

Answer. I do not.

Question. What per centage do you pay your agents in the city of Washington for transacting your business with the government?

Answer. I never had any agreement with them in respect to their per centage; they just made out their charges and I paid them. They always gave me to understand that their charges would be moderate. One of them yesterday told me that he had sent on a bill, but I did not even ask the amount of it. I have examined their bills from time to time, found them not to be unreasonable, and have paid them.

Question. Do your books show the amount you have had standing between you and your agents?

Answer. No, sir; I just take the bills and vouchers, examine them, and, finding them to be correct, destroy them.

Question. Are you a member of the firm of Charles Megargee & Co.?

Answer. No, sir; I was at one time.

Question. What is the difference between the firms of Megargee & Brothers and Charles Megargee & Co.?

Answer. I was the head and founder of the house of Megargee & Co. at one time, but I do not think that any such house has been in existence for some time.

Question. Then the contract here mentioned in the report of the Superintendent of Public Printing with Charles Megargee & Co. refers to a firm of which you were a member?

Answer. Yes, sir; some years ago.

Question. When did you cease to be a member of the firm of Charles Megargee & Co.?

Answer. The 1st of July, 1854.

Question. You say the accounts of this paper are in the books of the firm of Megargee & Brothers. Is that the firm now?

Answer. Yes, sir.

Question. When was that firm organized?

Answer. In the fall of 1855.

Question. Who composes that firm?

Answer. S. J. Megargee, J. N. Megargee, and Theodore Megargee. The two last named attend to the manufacturing of paper.

Question. You are the head of the firm at Philadelphia?

Answer. Yes, sir.

Question. Has the firm of Megargee & Brothers supplied any paper to government as a firm?

Answer. They are supplying the government at present.

Question. I mean during Mr. Seaman's superintendency.

Answer. Not to my recollection. They may have supplied some little quantity, but certainly not to any amount.

MONDAY MORNING, *February* 7, 1859.

SYLVESTER J. MEGARGEE was recalled, and his examination being resumed, he stated to the committee that he had, upon consultation, concluded that the committee had no right to the books of the firm of Megargee & Brothers, and that he was confident that one of the

firm, Irwin N. Megargee, would object to their being brought from Philadelphia; and that he (the witness) was willing to submit to the committee a certified copy of all matters upon those books connected with the subjects to which the inquiries of the committee were directed.

MONDAY EVENING, *February* 7, 1859.

PETER GORMAN sworn.

Question, (by the Chairman.) Are you acquainted with Mr. Seaman?

Answer. Yes, sir; I know him.

Question. Have you ever had any business in his office as Superintendent of Public Printing?

Answer. No, sir; I have been frequently in his office.

Question. Have you ever spoken to him in relation to bids for paper, lithographing, or engraving, with the view of obtaining contracts for particular parties?

Answer. It is very likely I have; I think I have.

Question. For what parties?

Answer. For several; I do not know that I could mention the names with certainty; I think I have spoken to him in relation to Mr. Wagner; I cannot be positive, however.

Question. To what firm does he belong?

Answer. To the firm of Wagner & McGuigan, of Philadelphia.

Question. For any person else?

Answer. I think I have spoken for Mr. Ackerman, of New York; I think I have spoken of a man by the name of Hoen, of the firm of Hoen & Brothers, or of Hoen & Co., of Baltimore.

Question. For any one else?

Answer. I think I spoke for a young man by the name of Graham, of this city, but I am not positive.

Question. C. B. Graham?

Answer. Yes, sir.

Question. Have you ever spoken for a Mr. Segar, of this city?

Answer. No, sir; I think not.

Question. Have you ever spoken for Sinclair & Co., of Philadelphia?

Answer. I think not.

Question. Or of Sarony & Co., of New York?

Answer. No, sir.

Question. Or of P. S. Duval & Co., of Philadelphia?

Answer. I am not positive. I think it is more than likely that I did.

Question. Do you recollect any one else?

Answer. It is probable that I have not. I have a slight suspicion on my mind that I have spoken for a man by the name of Lawrence, of New York. They are very clever men. What I did for them was some years ago. I have done nothing of the sort recently.

Question. Have you spoken in behalf of any paper contractors?

Answer. No, sir.

Question. Do you know Mr. Megargee, of Philadelphia?

Answer. No, sir; I am not acquainted with him. I know him by reputation.

Question. What was your object in seeing Mr. Seaman in behalf of these gentlemen?

Answer. I spoke to him of them merely as deserving men, and intimated that if he had any work to let in their line of business, they were good men to give it to

Question. Do you know whether any of them succeeded in getting work through your kindness?

Answer. I know they did not.

Question. Have any of them had work of him?

Answer. They did not get it at that time. Some of them have had work since, I understand.

Question. How long ago was it that you spoke to Mr. Seaman on this subject?

Answer. It was a long time ago, at a very early stage of his superintendency.

Question. Did these parties get work after that?

Answer. Yes, sir, at the time, though several of them failed. I think, perhaps, Mr. Graham succeeded, but not through my influence. If the committee will permit me, I will explain what I have had to do with the matter. Many years ago, having a matter before Congress, I found that it was necessary to have friends to get through my own matter, and afterwards I gave the subject of giving assistance to others some little attention. For some years the entire engraving for Congress, what little there was of it, was in the hands of committees of the two Houses of Congress. They gave out the work on their own responsibility, and I would go to the committees in behalf of my friends. Since Mr. Seaman's superintendency, I do not know how it has been managed. There has always been a committee on the subject in each House of Congress, but I think the contractors have gone mostly to him for work. During the time when the work was in the hands of these committees, I have several times become interested in behalf of some of these bidders. They would take sometimes the lowest bidders, and sometimes divide the work among different bidders. At that time several of these men had never received contracts for doing government work, and were thankful to be thrown into it. When Mr. Seaman came into the office I merely took occasion once or twice to place them in the right position before him, as clever men, who understood their business. I soon found, however, that I could have no influence for them; but, on the contrary, they at once told me that I could not approach Mr. Seaman in any shape or form.

Question, (by Mr. Harris) Who told you that?

Answer. I think Mr. Wagner was one. There were others who intimated, without exactly saying it in so many words, that Mr. Seaman could not be approached by any outside influence; and with a view of injuring my position these men in the 33d Congress got up a report respecting me. They made statements concerning me, with a view of destroying my influence with the Committee on Engraving, and driving me from the whole matter. I solicited an investigation upon the part of that committee, but it was not granted me.

Question. Who were these parties who circulated reports prejudicial to you?

Answer. Mr. Ackerman was one, and there were others whom I had served. I did not hear it directly from them, but without hearing it absolutely I learned very soon who the parties were and where the report came from.

Question. Where did it come from?

Answer. I think it came from headquarters.

Question. What do you mean by headquarters?

Answer. I mean the Superintendent. I always looked upon him in that way, though I never heard him say so.

Question, (by the Chairman.) Have you ever heard of Mr. Seaman receiving money, directly or indirectly, from any one of these parties?

Answer. I could not say that I have, only from general rumor.

Question. Have you ever heard of his receiving money from any party contracting with the government?

Answer. No, sir; I could not name any particular party.

Question. What have you heard?

Answer. The rumor was, that he came into the office a very poor young man, and his style of living, fine horses, &c., made general talk—merely public rumor—knowing that his salary would not support him in that style of living. That is all. I do not know anything about it, of my own knowledge, in any shape or form. The state of things arose which I have mentioned very early in his administration, and I have never approached him from that day to this.

Question. Have you ever received money from any of these parties you have named for your influence, such as you have described?

(*Witness.* For influence with Mr. Seaman?

The Chairman. For your influence either before Mr. Seaman or the Committee on Engraving?)

Answer. It is likely that I have, from most of them. In some instances I have assisted them in a just and proper way to get work from the Committee on Engraving, and there was no other way by which anything could be obtained from them.

Question. Can you name the particular parties from whom you received money?

Answer. I have received small sums at different times from several of them. I think I have received something, perhaps, from Mr. Wagner and from Mr. Ackerman.

Question. From Mr. Graham?

Answer. I do not know but I did from Mr. Graham.

Question. From Mr. Duval?

Answer. I have no recollection at this time, though it may be that I did.

Question. From Mr. Lawrence?

Answer. It may be I did. I think it likely that I did.

Question. A large or small sum?

Answer. It could not have been a very large sum.

Question As much as $800?

Answer. It may have been $600 or $800. Whatever I received was given me voluntarily.

Question. For what particular service was this money received?

Answer. Merely for acting as agent of these parties here, informing whenever there was work advertised, and sometimes when there was no advertisement, inviting them to come here and make proposals. Then sometimes I would inform the committee that they were good, clever, and suitable business men.

Question. Have you ever received money for the purpose of paying it to Mr. Seaman or to any member of the Committee on Engraving or any member of Congress?

Answer. Never; I never approached a member in that way in my life.

Question. Then the entire amounts you have received from these parties have been for your especial benefit, and for your own services?

Answer. For my own services alone; and I got badly cheated in a good many instances, too. I incurred heavy expenses in travelling to and from New York, and in other ways, for the benefit of parties who never paid me a dollar for it afterwards.

Question, (by Mr. Harris.) It is in testimony that to some of these parties who paid money to you, you represented yourself as influential with certain members of Congress as an inducing reason why they should pay you for their services; will you state in what that interest consisted?

Answer. I have no recollection of making any such representations, though it is very likely that I may have said to some of those parties whom I had become interested in that I had friends who would place confidence in my statements that these parties were clever men and good business men. I may have said something of that sort, though as it is four or five years since I have had anything to do with matters of this kind, I cannot recollect.

Question. Do you mean to say, then, that your influence in connexion with these matters was an influence growing merely out of personal acquaintance, or do you refer to a corrupt influence?

Answer. I mean personal acquaintance; nothing else. I have never had anything to do with corrupt influence, or anything of that kind. Since I have been here, I have had a great deal to do with men. I have made friends, and warm friends. I got a matter through the Senate on Saturday last for a friend of mine. Members will take unusual pains sometimes when a matter is just and right, from personal feeling. I do a great many things, and sometimes members become warmly attached to me, and when a thing is clearly just and right kindness is reciprocated.

Question. Were you acquainted with Mr. Seaman before his appointment as Superintendent of Public Printing?

Answer. No, sir; I did not know him. I do not recollect that I had ever seen him before his appointment to office.

Question. You say that after Mr. Seaman's appointment to office you were informed by these parties for whom you had been at work that you would have no influence with him?

Answer. Yes, sir; and that no outside influence would reach him?

Question. What do you mean by outside influence?

Answer. The inference I drew was, that they must go directly to

Seaman if they wanted to make any arrangement about their
As I remarked, they started reports calculated to injure me
nan, and my influence in these matters.
estion. Has any part of the consideration money you have
ed from these parties in these various transactions gone into
ands of any persons in the employment of the government influ-
. in giving out these contracts?
swer. Not a dollar.
estion. Have you at any time had any arrangement in the employ
e government, in connexion with giving out work, by which
were to receive any consideration for giving out work?
swer. None whatever.
estion. Why could you not exercise any influence with Mr.
an as Superintendent?
swer. That I do not know.
estion. Did you make any attempt to exercise any influence with
Seaman, or to get work for parties whom you represented?
iswer. I spoke to him on the subject to the extent perhaps of
or four times; I could not say positively how often. He always
fested great friendship and kindness when I spoke to him. I
ly represented that these were deserving men, but I found that I
. not influence him in any way that I considered legitimate.
estion. What do you mean by saying you found you could not
ence Mr. Seaman in any way you considered legitimate?
iswer. Well, probably he did not seem to want to recognize me
at way, or to respect any recommendation that I made. He never
anything to me particularly, but I heard it from others.
iestion. Did you believe there was any way in which you could
ite with Mr. Seaman?
iswer. I did not believe that I could do anything with him in
other way.
iestion. Will you explain just what you mean by the use of that
, legitimate?
iswer. Well, you know I cannot speak positively in these mat-
for I do not know anything of my own knowledge. I thought
esired to arrange his business himself, within himself, and not to
any third parties in the matter.
iestion. When you speak of arranging this business himself, do
nean giving out contracts, under fair bids, in the legitimate course
isiness in his office; or did you mean in connexion with any in-
t to himself?
iswer. Well, I drew my inference from the general programme
movements. I do not know that I could say anything positively.
s fully satisfied that my mode of business would not suit Mr.
ian. I would not offer any inducements in any shape of that
to any friend I had.
iestion. Have you any reason to believe that if you had offered
inducements you would have been influential in securing business
our friends?
nswer. I believe I could not; and from the fact that an effort had
made with a view to destroy my influence with Mr. Seaman,

which I did not consider of any account, and with the Committee on Engraving, then it was that I was informed by these men that I could not serve them any longer.

Question. Did they tell you why you could not serve them any longer?

Answer. No, sir; but I was fully satisfied that I could not do anything with Mr. Seaman.

Question. Did any of them ever tell you why they thought you could not do anything with Mr. Seaman?

Answer. No, sir; I do not know that they did.

Question, (by the Chairman.) Did any of them suggest any other person who could be influential with him?

Answer. It is likely that one or two of them told me who they would get to act as their agents.

Question. Do you recollect who they said they were intending to get?

Answer. It appears to me that Mr. Wendell was one and Mr. Gideon another.

Question. Did they say why they thought of employing these gentlemen in preference to you?

Answer. No, sir; they never gave me any reason that I recollect.

Question. You stated in your previous testimony that you received money from parties whom you know; do you remember how much you received from Mr. Wagner?

Answer. No, sir, I do not.

Question. Are you certain you received any from Mr. Wagner?

Answer. Yes, sir; I am certain I did, though not during the period of Mr. Seaman's administration.

Question. Who told you that they would employ, or intended to employ, Mr. Wendell or Mr. Gideon?

Answer. Perhaps the expression, they would employ these men, was not used; they remarked that Mr. Wendell was the man who had influence, and that Mr. Gideon had influence. They talked over the matter, and probably in the course of conversation they named also an auctioneer in this city.

Question. Mr. McGuire?

Answer. Yes, sir. Upon the whole, I saw at once that I could not be of any service. I think, probably, that Mr. Gideon told me that he acted as agent for one or two manufacturing establishments to sell paper to Mr. Seaman. There seemed to be an association of these men, which I never had anything to do with. They seemed to know one another, and had their own plans, in which I never embarked in any shape or form.

Question. Will you state who the men were to whom you allude; who composed that association?

Answer. Well, I never was present and could not say; but I always understood they were men who acted as agents in various things that came up. Mr. McGuire had the binding; Mr. Wendell got a part of the binding, and all that; there was an intimacy among them which I could not account for, and with which I had no connexion.

Question, (by Mr. Niblack.) In other words, you came to the conclusion that they had supplanted you in this business?

Answer. Yes, sir; I was cut out entirely.

Question. Did you not have an intimation from some source of some kind which induced you to think that improper influences were being used, or might be used, for the purpose of obtaining contracts or work from the government during Mr. Seaman's administration?

Answer. I was solemnly impressed with that belief.

Question. Can you refer to any conversation or circumstances which made that impression on your mind?

Answer. I cannot, only from the fact of the mere wording of some of these gentlemen, that Mr. Seaman would not permit any outsiders to approach him; from that I judged a good deal. There seemed to be some influence which I had not in the way that could reach them.

Question, (by Mr. Harris.) Why was it that that statement did not impress you with the perfect fairness of Mr. Seaman in his business transactions?

Answer. I was solemnly convinced from the conversation I had with these parties that Mr. Seaman did not choose to have outsiders come in; that he had an arrangement of his own; that he had certain friends to whom he wished to confine this matter; or otherwise, that he made his arrangements directly with the parties, if he made any, and that he desired to derive whatever benefit was to be derived from the contractors himself, if he made any such arrangement with them.

Question, (by Mr. Covode.) Do you mean to convey the impression that persons referred to by you as having an influence with Mr. Seaman desired to monopolize the avenues of trade to themselves?

Answer. I could not say that they did, because I had no knowledge that they had any such objects in view. When they named Mr. Wendell and Mr. Gideon, they only stated to me that they had influence with Mr. Seaman and that I had none.

Question, (by the Chairman.) Was it after these parties had been to Mr. Seaman to confer with him on business that they communicated the fact that you could not be of service to them?

Answer. So I understood.

Question. And they then informed you they thought Mr. Wendell, Mr. Gideon, and others, had influence?

Answer. They said that one of them stated he thought Mr. Gideon had influence; another, perhaps, that Mr. Wendell was the man; and in this way I ascertained that they probably had influence.

Question. This was soon after they had seen Mr. Seaman?

Answer. So I understood.

Question. Was it before they had done any work under Mr. Seaman's administration?

Answer. I think it was.

Question. Do you know any other parties who were influential with Mr. Seaman at that time, in this city or other places, and who acted as agents or contractors?

Answer. I do not, other than those I have mentioned.

Question. Do you know a gentleman by the name of Roberts, an engraver, in New York?

Answer. No, sir; I may have met him, but I never had any acquaintance with him.

TUESDAY MORNING, *February* 8, 1859.

WILLIAM ROBERTS sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In Brooklyn, New York.

Question. What is your business?

Answer. An engraver on wood.

Question. Have you ever done any work for the government?

Answer. Yes, sir.

Question. What work have you done?

Answer. I have at different times engraved wood work for the government. I have not my books here, as I was not subpœnaed to bring them; but, according to my recollection, I did engraving, more or less, for Lieutenant Gilliss' Report, the Japan Expedition, the Mechanical Report of the Patent Office for 1854, the Pacific Railroad Reports, the Coast Survey Report for 1855, the Mechanical Report of the Patent Office for 1855, the Agricultural Report for 1855, the Mechanical Report for 1856, and perhaps for some other works. I speak only from recollection.

Question. Tell us how you got that work, whether by offering propositions for it, or in what way?

Answer. In the first place, I estimated to do the work for so much?

Question. Was there an advertisement for proposals?

Answer. A friend of mine, in the first place, came and spoke to me about the work. Whether he or whether I had seen the advertisement, I do not recollect, nor do I recollect whether there was any advertisement. He made a proposition to me. He wanted to know what per centage I would allow him if he would procure work for me. It is customary in our business to allow a person a per centage where he obtains work for us. I told him if he would secure me the whole work I would allow him a certain per centage—I think it was 20 per cent. He said he would do it; that his influence was such with Mr. Seaman that he could demand the whole of the work to do. I then made a contract with Mr. Seaman for doing work, and got considerable to do. This friend came to me and wanted me to pay him the per centage. I told him that his agreement with me had not been fulfilled; that I found that I was not the only one that was doing this work; that any one and every one was doing it; that his contract with me was broken and void, and that consequently I would not submit to any imposition of that kind. I have had nothing to say to him from that day to this. I had a little work after that.

Question, (by Mr. Harris.) What was the proportion you got afterwards to that you had before?

Answer. I do not suppose I had more than one-third as much as I had before. It was much less than I got when the contract was in operation; I think not more than one-third.

Question. Who was the party with whom you made the contract to get this work for you?

Answer. A person by the name of Eichel.

Question. What representations did he make to you when you made that arrangement?

Answer. That he would procure the whole work.

Question. What representations did he make to you as to his ability to secure the whole work?

Answer. He did not state particularly, more than that he was acquainted with Mr. Seaman and his influential friends; and that he thought he could influence the work, and get the whole of it.

Question Did you make a profit upon the work you did for the government?

Answer. Yes, sir.

Question. Can you afford, in your ordinary work of the same character, to pay twenty per cent., and yet make a profit?

Answer. Yes, sir, we can. Our work is not mechanical, but artistical, and there is no fixed price for it. We can sometimes do a piece of work in a day, and then again we will spend three or four weeks upon a similar piece of work.

Question. When you agreed to pay twenty per cent. for obtaining this work, did you put the price of doing it up sufficient to cover it?

Answer. We do not figure in that way. Where a person has the whole of a job to do he can demand help at a lower rate than when he has only a part of it, and everybody else has the same kind of work to do, for then there is a competition in obtaining help. My object was, to monopolize the work in order that I should have the entire control of labor in that department of work.

Question, (by the Chairman.) How was this work paid for; by certificates?

Answer. I sent on my bills to Mr. Seaman to certify. One bill was paid in part by the Secretary of the Senate and in part by the Clerk of the House of Representatives.

Question. Had you an agent here to collect your bills?

Answer. I generally came on myself, and sometimes I had the amount of my bills sent on to me.

Question, (by Mr. Harris.) Did you get certificates for the full amount of work you did in all cases?

Answer. Yes, sir.

Question, (by the Chairman.) Did you receive from the government the full amount of your certificates in all cases?

Answer. I did.

Question. Did you pay any portion of the amount for expenses or per centage in Washington for collecting or transacting your business?

Answer. No, sir.

Question. Did you pay Mr. Eichel anything at all upon that contract?

Answer. No, sir.

Question. Do you know Mr. Eichel's christian name?

Answer. George Eichel.

Question. Did he say he was an old acquaintance and intimate friend of Mr. Seaman?

Answer. Not that I remember.

Question. What is his business?

Answer. At that time he was a clerk at Campbell & Hall's.

Question. Do you know where he is now?

Answer. I do not.

Question. Have you ever paid anything in the way of commission for that work, either directly or indirectly, in the nature of a loan or a present, or in any way whatever, to Mr. Seaman, or to any person?

Answer. I never have.

Question. Have you ever loaned Mr. Seaman any money?

Answer. No, sir.

Question. Have you ever paid or given him any money or valuable consideration since your connexion with the government business?

Answer. Not a cent.

Question, (by Mr. Harris.) I understand you to state to the committee, however, that from the time of the abrogation of that contract with Mr. Eichel you received very little work from Mr. Seaman, but that during the time the contract was operative you received a great deal of work?

Answer. Yes, sir; steady work.

Question, (by Mr. Covode.) Did you think that the abrogation of that contract was the cause of your receiving less work.

Answer. I did; and I had previously contracted with a good many engravers to work for me for a certain length of time, on account of the prospect of my having this work to do; and I had, in fact, up to that time, about as much work as I could do, although I could have got more help. But from the time I refused to fulfil my contract with this Mr. Eichel, I did not have any work for two or three weeks, though all these hands were in my employ. The stopping of the work was quite an injury to me, as I had to fulfil my contract with the workmen.

Question, (by Mr. Gartrell.) Did you ever communicate this contract with Eichel to Mr. Seaman?

Answer. Yes, sir; I made it my business to come on here and see Mr. Seaman, that I might know from him why it was that I did not have any work, as he had given me to understand that I should have as much as I could possibly do. After I had talked with him he said he did not know anything about my business with Eichels, and that if I had made any contract with Eichels, it was a matter between Eichels and myself; that he did not know anything at all about it, and did not want to. He said, however, that when there was any work ready I should have it.

Question, (by the Chairman.) But you did not receive that work?

Answer. I staid here a couple of days after that, and when I got home I found three or four hundred dollars worth of work there from Mr. Seaman.

Question, (by Mr. Covode.) And you thought the abrogation of that contract had cut off the work?

Answer. I thought it was that.

Question. Do you suppose that if you had lived up to the contract you had made with the gentleman in New York, he would have helped you to work?

Answer. I do not think the work would have been cut off as short as it was.

Question, (by Mr. Gartrell.) With whom have you had any con-

versation, since you were subpœnaed to attend here as a witness, as to what you would probably testify upon the examination?

Answer. I do not think I have talked to any one in particular in reference to this matter.

Question. What conversation have you had with Mr. Seaman upon the subject, or he with you?

Answer. I only came on from New York this morning, and I have not seen him to have any conversation with him at all. I have said nothing to him except to pass the compliments of the day.

Question, (by Mr. Niblack.) Did you inform Mr. Seaman, when you came on first to look after this work, of the terms of the contract between you and Mr. Eichels?

Answer. I told him I thought there must be some understanding between him and Eichel. I accused him of it upon my own responsibility, and I gave him to understand that I thought that the reason why that work was cut off so short was because there was something of that kind between them.

Question. Did you inform Mr. Seaman of the arrangement you had made with Eichel, and of the amount you were to pay him?

Answer. I mentioned something like that to Mr. Seaman.

Question. What was his answer to that?

Answer. That he did not know anything at all about what business I had with Eichels, and if I had any business with Eichels that I must settle it with him.

Question, (by Mr. Covode.) And notwithstanding that denial you still had the impression that, by conforming to that contract, you would have secured the work?

Answer. I thought that other persons in the city had influenced the work away from me.

Question, (by the Chairman.) Did Mr. Seaman advise you to arrange the matter with Eichel?

Answer. No, sir, not especially.

Question. Did he intimate that you had better do it?

Answer. He might have said that I had better go and arrange my business with Eichel, or something to that effect.

Question. Have you ever paid Mr. Seaman or any one else any compensation or per centage for that work?

Answer. I have not.

Question. Do you know of anything else touching the matter of this investigation which it would be important for this committee to know?

Answer. I have told you all I know. I never was much acquainted with Mr. Seaman or his business. I have heard Mr. N. Orr state that he thought Mr. Seaman started the engraving establishment in the city here, and that the effect of it would be to cut off the engravers in New York from all work from here.

Question. Had it that effect?

Answer. In a very great measure; but whether he actually did start this establishment I do not know.

Question. But you know that when it was started it had the effect to cut off the trade in New York?

Answer. Yes, sir; at least I did not have any work myself.
Question. Did Mr. Orr complain that he had not any work?
Answer. No, sir; he was busy that year.

FRANCIS W. HARRIS sworn:

Question (by Mr. Taylor.) What is your business?
Answer. I am cashier of Nassau Bank, New York.
Question. Did you bring with you a transcript of your books, as required by your subpœna?
Answer. I brought a copy of the account referred to.
Question. Be kind enough to state to the committee all about a certain deposit made by Messrs. Sarony, Major & Knapp of a certified check drawn by Anson Herrick on or about the 29th day of January last.
Answer. There was a check of $3,350 deposited by Sarony, Major & Knapp on the 28th of January, instead of on the 29th, which check was drawn by Anson Herrick.
Question. What became of that check?
Answer It was sent in our exchange to the Artisans' Bank, and paid by them.
Question. Do you know anything further about that check, or of any arrangement connected with it?
Answer. I do not.
Question. How did the account then stand?
Answer. At the time the deposit was made, the balance to their credit was $2,550 75.
Question. Has there been a corresponding amount drawn out since that time?
Answer. There had not been up to the time I left New York yesterday.
Question. The deposit is still left on hand?
Answer. Yes, sir. There was, in addition to that check, another check deposited at the same time. The total amount on deposit was $3,750.
Question. Whose check was it?
Answer. I do not know.
Question. Do you know whether it was Seaman's check?
Answer. I do not.
Question. It was not Herrick's check?
Answer. No, sir.
Question. Do you know anything further in connexion with that check, or of the accounts of Mr. Seamen, or anything pertaining to this investigation which it is important for this committee to know?
Answer. I do not know anything further than I have stated. I would state that I saw the check the day it was deposited. It was shown me by the receiving teller, who made the remark at the time that it was a large check for Mr. Herrick to draw. I replied that I thought so myself. That was the way in which my attention was drawn to it, and, but for that fact, I should not have known anything about it except from the books.
Question. Was the check certified?

Answer. Yes, sir.

Question. Please state the balance standing to the credit of Sarony, Major & Knapp at the time you left?

Answer. $5,369 93. I hold in my hand the deposit ticket of Sarony, Major & Knapp on which this check of $3,350 is entered It is dated January 26, 1859, and the deposit was made on the 28th of January.

Question, (by Mr. Covode.) Is that unusual?

Answer. It may have been an error, and it may have been made up on the 26th for the purpose of being deposited on that day. It is, however, customary to date the certificate upon the day the deposit is made.

Question. Would it have been the usual course of business to have deposited it on that day?

Answer. Yes, sir; but, for some reason or other, they might have been busy and did not send to the bank

Question. Is the amount of their balance upon the books of the bank unusual for them?

Answer. I should say that at present it is larger than usual, though their account varies much. At times they have as much as eight or ten thousand dollars in bank, but the average has not been over two or three thousand dollars; perhaps not so much.

Question, (by Mr. Taylor.) Is the check I hand you the one which has been referred to?

Answer. It is. It does not appear to have been cancelled, though it has been paid to us. By "cancelled," I mean "cut." That is the usual way of cancelling checks.

The following is a copy of the check put in evidence:

Artisans' Bank.

"No. ——. NEW YORK, *January* 26, 1859.

ARTISANS' BANK

Pay Augustus G. Seaman, or order, three thousand three hundred and fifty dollars.

$3,350. ANSON HERRICK."

The check is certified across the face by the following words:

"Artisans' Bank. Mills."

On the back are the following endorsements:

"A. G. Seaman." "Sarony, Major & Knapp."

GEORGE S. GIDEON, sworn:

Question, (by Mr. Taylor.) Where do you reside?

Answer. In Washington.

Question. What is your business?

Answer. I carry on the printing business and bookbinding.

Question. Have you done any business for the government through or under Mr. Seaman's superintendency?

Answer. Never.

Question. Are you acquainted with Mr. Seaman, the late Superintendent of Public Printing?

Answer. Very well.

Question. Have you been intimate with him or not during his superintendency?

Answer. Both before and since.

Question. Have you acted as agent of any one in Philadelphia, Baltimore, or New York, who had business relations with the government under Mr. Seaman's superintendency?

Answer. I acted as agent for parties in Philadelphia only.

Question. Who were they?

Answer. For the Messrs. Megargees, paper dealers; Mr. Sinclair, lithographer; and I believe I did some business once for Mr. Duval, but I do not know whether that was under Mr. Seaman's superintendency or not. I have collected money from the government—not from Mr. Seaman—for several gentlemen who had business with his office.

Question. What was the nature of your agency for those parties?

Answer. For those gentlemen who furnished paper, I would see to the delivery of the paper, compare it with the invoices, and when the bills were made out and approved I would get the money from the treasury for them.

Question. Was there any per centage allowed for those services?

Answer. I received a per centage from some of the gentlemen, and I attended to the business of others without any per centage. These latter were friends of mine, and I did it for that reason.

Question. What was the peculiar branch of your business for the engravers?

Answer. Simply to see to the delivery of their work and to collect the money for them. Their prices of work would be sent down, and they would have to be counted and inspected before they would be paid for. I have sometimes paid freight for them, and done other business of a like character.

Question. Did you charge the engravers for whom you acted a percentage upon what they received for their work?

Answer. I never charged any regular per centage for what business I did for Mr. Sinclair; I left him to fix the compensation; he was a very liberal man, and I found that course most advantageous.

Question. State what was the usual compensation received?

Answer. I made no arrangement with Mr. Sinclair; sometimes he would give more, and sometimes less; I received from Mr. Charles Megargee & Co. three and three-quarters per cent. for attending to their business; that was half of their commissions.

Question. Can you state what you have received from Mr. Sinclair since his connexion with the engraving for the government?

Answer. I cannot; I have no account of it, nor have I any recollection of the amount; I kept no books in connexion with that business; he would send his work down here, and his invoices to me, and I would see to the delivery of the goods; the bills would be made out, I would remit to him the amount I received, and he would send

back such portion as he thought proper that I should have for my services.

Question. Did you always remit the entire amount, or did you make a deduction?

Answer. I do not think I made a deduction on any occasion.

Question. What per centage did Mr. Sinclair usually send you back?

Answer. I am really unable to say what amount; it was generally small; it was a mere present from him; I never made any charge; it gave me but little trouble; his work was sent directly to the Capitol, and when the bills were ready I would take them to the Clerk of the House of Representatives; I think he paid the bill of the engravers, and got the money; I generally received a draft upon the treasury, and I would change it into a draft upon Philadelphia, and send it to him; he would then in acknowledging the receipt of the draft, send a check, sometimes for one sum and sometimes for another; never any very large amount.

Question. Had you any agreement with Mr. Sinclair about this matter?

Answer. I had no agreement as to the amount he would pay me; he came and solicited me to attend to that business for him.

Question. At what time?

Answer. I do not recollect.

Question. Was it early during Mr. Seaman's superintendency?

Answer. I think it was during the first term of his superintendency, and towards the latter part of it, as near as I remember.

Question. Did you receive the bids or propositions of Sinclair, or of Sinclair & Co., and deposit them in the office of the Superintendent of Public Printing?

Answer. I do not think I did. I think they attended to that business in person.

Question. Did you ever speak to Mr. Seaman about the bids or business of Sinclair & Co.?

Answer. Not particularly.

Question. Did you ever recommend them for employment to Mr. Seaman?

Answer. I may have done so. I think it more than probable that I did, but I have no distinct recollection of that fact.

Question. When did you first make the acquaintance of Sinclair & Company?

Answer. I have known Mr. Sinclair for six or eight years.

Question. Then you knew him before he solicited you to act in this particular agency?

Answer. He told me he was recommended to me to attend to his business by some friend of his and of mine in Philadelphia.

Question. Did he state who that friend was?

Answer. I do not remember. I presume it was some member of the firm of Megargee & Co., for I had had business relations with them.

Question. Whom do you mean by Megargee & Co?

Answer. Charles Megargee, George H. Levis, and William Baugh. I think those three individuals compose the firm. The firm of Me-

gargee & Brothers is composed of Sylvester J. Megargee, Irwin Megargee, and Thomas Megargee.

Question. You stated that Sinclair & Co. had been recommended to you by some of the Megargees; which firm of the Megargees did you refer to there?

Answer. I think it was the firm of Charles Megargee & Co.

Question. Did you ever act as agent for either of those firms?

Answer. I have transacted business for them and collected money for them.

Question. Did these business relations between you and Sinclair & Co. take place before they had any work to do under Mr. Seaman's superintendency?

Answer. No, sir; they had work when I was first engaged by them.

Question. State what was said at the time you were engaged to act as agent?

Answer. It is impossible to recollect precisely what was said, but the substance of it was a request that I would act as their agent, and transact the business which I have mentioned.

Question. Did you receive their goods from the railroad, or were those goods sent directly to the Capitol?

Answer. They were sent directly to the Capitol, and I paid the freight upon them.

Question. Then all you had to do was to pay the freight on such goods as were sent, receive the certificate for pay, and send them the money?

Answer. Pretty much. I attended to the delivery of them and inspected the goods.

Question. Did you attend in person?

Answer. I did. I do not pretend to say that I stood by and saw each sheet counted.

Question. Was there no regular per centage paid on the various bills collected by you for Sinclair & Co.?

Answer. I think not. I do not think there was any definite agreement as to what amount I was to receive.

Question. About what amount did you receive from them?

Answer. I really cannot say.

Question. Was it three per cent., or was it ten per cent.?

Answer. I really am unable to say. I never made any memorandum of it. As I stated before, I never made any direct charge against him, and he would send me a check sometimes for one amount and sometimes for another.

Question. Was there any understanding between you and Sinclair & Co. that this compensation was to be in consideration of contracts obtained from the Superintendent of Public Printing, and not for the labor of simply receiving the bills, paying freight, and remitting the money?

Answer. I never had any agency in getting contracts for Sinclair & Co.

Question. I understand, however, that you spoke in their behalf, and urged them upon Mr. Seaman?

Answer. I spoke friendly of them always.

Question. Have you ever had any connexion with any of the binders under Mr. Seaman's superintendency?

Answer. None.

Question. Have you ever had any connexion with any of the engravers or lithographers, except Sinclair & Co.?

Answer. I said before that I had collected money for some of them.

Question. State for whom?

Answer. A firm in New York, Sarony, Major & Knapp. During the last session of Congress several of those gentlemen had accounts on which they could not get the money, for reason of some delay in the Committee on Accounts. I took those accounts, amounting to several thousand dollars, and advanced them the money, and then collected the money and paid myself.

Question. And charged them for that service?

Answer. Certainly. I bought the accounts from those men. Owing to some change in the organization of the House, I believe, some delay occurred in auditing the accounts by the Committee on Accounts, and I bought them directly from the men.

Question. Do you recollect the amount you received for those services from the firm of Sarony, Major & Knapp?

Answer. I do not.

Question. About the amount?

Answer. I do not recollect about the amount.

Question. With what other parties did you have transactions of that kind?

Answer. With Mr. Lawrence, of New York, Mr. Bean, of New York, and Mr. Duval, of Philadelphia. I have bought a great many such accounts from various parties.

Question. Do you know whether Mr. Seaman knew that you received a per centage for attending to that business?

Answer. I do not know; probably he did.

Question. Do you know whether Mr. Seaman himself ever directed Sinclair & Co., Messrs. Wagner & McGuigan, Hoen & Co., C. B. Graham, and Mr. Duval, all or any of them, to call upon and employ you in that business?

Answer. I do not.

Question. Did they ever tell you that Mr. Seaman had directed them to call upon you?

Answer. Not that I remember.

Question. Now, did not those parties, or some of them, call upon you soon after Mr. Seaman had been appointed Superintendent of Public Printing to solicit you to attend to this business for them?

Answer. Probably they did, but I do not remember the time when they called.

Question. Have you ever collected anything for Wagner & McGuigan?

Answer. I think not.

Question. Have you ever collected anything for Ackerman?

Answer. I think I have.

Question. Did you ever collect anything for Hoen & Co.?

Answer. I think not.

Question. Have you ever had any business with C. B. Graham & Co.?

Answer. I think not.

Question. Were you acquainted with these parties before Mr. Seaman was appointed Superintendent?

Answer. I think not.

Question. You became acquainted with them afterwards?

Answer. Yes, sir.

Question. Do you recollect how you became acquainted with those parties?

Answer. I do not.

Question. Did not they seek an introduction to yourself?

Answer. Probably they did, but I cannot say whether it was so or not.

Question. Did not they, or a portion of them, call upon you and say that they had been directed to employ you, and ask you to attend to this business for them?

Answer. I do not recollect that they represented that they had been directed to employ me.

Question. Or advised to do so?

Answer. I do not know. The gentlemen last named used to call upon me when they had accounts for which there was no appropriation, or when there was any difficulty in obtaining the money upon them, and I would take the accounts and collect them.

Question. But for Sinclair & Co., Ackerman & Co., and others, you collected their accounts and remitted the money for them?

Answer. Mr. Sinclair is the only one of those I have named for whom I did that. Generally those men would bring me their accounts certified, and there being some difficulty in the way of their getting the money, and knowing the accounts to be all correct, I would raise the amount and take the accounts.

Question. What deduction was made?

Answer. Sometimes more and sometimes less.

Question. What was generally the per centage deducted?

Answer. I know in one case that seven per cent. was taken off the face of the account.

Question. Have you known any instance in which twenty per cent. was taken off the face of the account?

Answer. I do not. That was deeper than I ever went in.

Question. How long did you act as agent for Sylvester J. Megargee?

Answer. I never was a regular agent for him. He was a friend of mine, and I volunteered, when he got a contract here, to serve him in any way I could. He would send me his accounts receipted, and I would get the money.

Question. Had you anything else to do for him than to collect the money under such circumstances?

Answer. I had not.

Question. Did he ever pay you anything for such services?

Answer. He did not.

Question. Have you ever paid the late Superintendent, Mr. Seaman, either directly or indirectly, any money, or through some other per-

son for him any money or anything in the nature of a loan, or in the nature of a present, either to himself or to other parties for his benefit, any portion of the per centage received from all or any of those parties?

Answer. Never, in any shape or form. I loaned Mr. Seaman money at various times.

Question. Is Mr. Seaman now indebted to you?

Answer. Not one cent. He paid me back all I loaned him.

Question. When did he close his account with you?

Answer. In 1855.

Question. And you have not had any loans or transactions with him since 1855?

Answer. Not since that time; I was in the habit of loaning Mr. Seaman money; on one occasion he borrowed as much as $2,000 from me; that made me feel a little solicitous, and I pressed him to pay me back; he did so, and I thought that a good time to stop loaning him money, and I have not loaned him any since.

Question. Do you know of any contractors, either paper makers or finishers, binders, engravers, lithographers, or any others who have either directly or indirectly paid money to Mr. Seaman?

Answer. I do not.

Question. Do you know D. Chillas, of Philadelphia?

Answer. I have a slight acquaintance with him.

Question. Have you had any conversation with him in reference to matters connected with the business in the office of the Superintendent of Public Printing?

Answer. He was here on one occasion, and wanted me to try to get him some work. I told him I doubted whether I could do anything for him; but that I would try, though I thought I had no influence with Mr. Seaman. He became very solicitous about it, and afterwards wrote me letters; he seemed to be exceedingly anxious; I wrote him back that I would do for him what I could. Finally he became very impertinent in his letters, and commenced threatening me, and then my connexion with him ceased.

Question. Did he get any work from Mr. Seaman?

Answer. I do not know.

Question. About what time was that?

Answer. I think it was in 1853 or 1854. It is not long since I destroyed his letters. It was before the commencement of this investigation. He was rather a wild man. He appeared to have the idea that I could get him work whether or no, and that I had the disposal of it.

Question. Do you know whether Mr. Chillas has done any work for the government since that time?

Answer. I do not.

Question. Do you know whether he has offered or made any bids since that time?

Answer. I do not.

Question. Do you know whether he did any work for the office at all?

Answer. I do not. I have an indistinct recollection that he had a

specimen of some work he had done for the office at the time referred to, when he spoke to me.

Question. At that time, then, a difficulty occurred between yourself and Mr. Chillas, and you declined to have any further correspondence with him?

Answer. He wrote to me as if he thought I had the disposal of the work. I told him I had no power to give him work, but that I would do what I could for him; that I would recommend him to Mr. Seaman, but that I did not think I had any influence with Mr. Seaman. Finally he became rather offensive to me, and I let him drop.

Question. In what way did he threaten you?

Answer. I do not remember.

Question. Was it in reference to any exposure of the business of the office?

Answer. I do not think it was. He could hardly threaten me with that, as I had nothing to do with the office.

Question. You think, then, that this took place in 1854 or 1855?

Answer. That is my impression.

WILLIAM D. KRAFFT sworn.

Question, (by Mr. Taylor.) What is your business?

Answer. I am clerk in the General Land Office.

Question. What particular branch of business do you do there?

Answer. My duties are of a miscellaneous character; I am first assistant in the chief clerk's office; I have charge of furnishing supplies of different kinds for the office.

Question. Is it your duty to examine the accounts presented?

Answer. Yes, sir.

Question. Have you ever examined any account presented there coming from the Superintendent of Public Printing?

Answer. Yes, sir; an account was presented from the former public printer, in which there were several items which the office disputed.

Question. State what you know about those items.

Answer. An account was presented to the Land Office in 1855 by A. O. P. Nicholson, who was then doing the printing and binding. In that account there were two items which the office disputed; one was for printing, ruling, and binding 20 volumes medium abstracts of military warrants, one-half Russia, bound flat, 7 quires each, at four dollars per quire, amounting to $560. Another item was for printing, ruling, and binding 150 six-quire medium record books, Russia ends and bands, at $2 50 per quire, amounting to $2,250. Then there was another item similar to the first, amounting to the same, $560. Then there was another item for printing, ruling, and binding 150 medium tract books, $2,250. Those items were disputed by the office.

Question. Please state the facts which were presented in the correspondence in reference to those bills, and the objections to them, in as brief a manner as the facts will admit of.

Answer. The first account presented to the Land Office contained items which were disputed, for the reason that we supposed the Superintendent of Public Printing should pay for the printing and binding; and also for the reason that some items were exorbitant in their charge. The Superintendent of the Public Printing contended that the paper and

printing should be paid for by the office. The alterations which were made in the first account were not agreed to by the Superintendent of Public Printing. The bill, in which one item was charged at $28 per book, was returned with the price reduced to $21. The office still disputed that price, and required another bill. A third bill was rendered, reducing the price of the same book to $14. Those bills being still disputed, upon the ground that Mr. Seaman, as Superintendent, had furnished the paper for the printing, we required of him a statement; and on his written statement that he had not furnished the paper, and that he did not pay for the paper and printing himself, but that it should be paid for by the office, the accounts were adjusted in the Land Office, and paid, with an endorsement upon the bill, setting forth that "the Superintendent of the Public Printing having officially shown to this office that the paper was furnished by Nicholson, and not by himself, the account was paid by the superintendent of the office."

Question. Do those facts show any impropriety on the part of Mr. Seaman? Were those accounts all certified by Mr. Seaman?

Answer. As well as I remember, the last account was not certified by Mr. Seaman. The Land Office did not require his certificate to the account prior to his claiming that the printing and ruling should be done under him. The first account was certified by him.

Question. What particular impropriety was there in Mr. Seaman's conduct in this matter?

Answer. I cannot say, any further than that the office did not consider that he had any right to interfere with the order the office had given for furnishing books.

Question. What was the result of his interference? Would it have cost the government more money or less?

Answer. If we had paid the account as it was originally rendered it would have cost the government more.

Question. How much more?

Answer. In this one item, $560. The other items were the same as the ordinary prices we now pay.

Question. Do you know anything further in connexion with Mr. Seaman's accounts or official business which you think it important for the committee to know?

Answer. I do not.

C. B. GRAHAM sworn.

Question, (by the Chairman.) What is your business?

Answer. I am a lithographer.

Question. Have you ever done business for the government under Mr. Seaman's superintendency?

Answer. I did very little; I never did any which I got through Mr. Seaman.

Question. How did you get it?

Answer. By the suggestion of the Committee on Engraving of the Senate.

Question. Had you ever any connexion with Mr. Seaman's office in business at all?

Answer. No, sir.

Question. Did you ever make any offer for work in his office?

Answer. I bid for work, and that is about all the business relations I ever had with his office; I sent in several proposals.

Question. Did you ever get any work from his office?

Answer. No, sir, not through him.

Question. What work have you done for the government?

Answer. Principally maps and illustrations accompanying reports.

Question. Have you done any business for the government recently; how did you get it?

Answer. By bidding for it.

Question. Do you know Peter Gorman?

Answer. Yes, sir.

Question. Did he ever act as your agent with the government in any way?

Answer. Yes, sir.

Question. State in what respect.

Answer. He has been here some ten or twelve years acting as agent for all persons whatever connected with the government by business contracts for printing, engraving, binding, and everything else.

Question. It appears upon the report of the present Superintendent of Public Printing that you are credited with doing certain work upon the Agricultural Report during the first session of the 33d Congress; how was that work received?

Answer. It came through one of the members of the House Committee on Engraving.

Question. How did it come to you; voluntarily, or did you make bids for it?

Answer. It came voluntarily.

Question. What was the work you did in that instance?

Answer. Strawberry plates.

Question. Upon what terms did you do them?

Answer. By the hundred.

Question. At how much?

Answer. I do not remember.

Question. Do you remember the gross amount you received for them?

Answer. I do not.

Question. Who adjusted your accounts for that work?

Answer. I think it was the Clerk of the House.

Question. Did he give you a certificate for the amount?

Answer. Yes, sir.

Question. Did he pay you the whole amount of your account?

Answer. Yes, sir.

Question. Do you recollect whether the amount was about $3,849 92?

Answer. I do not.

Question. Was any portion of that amount deducted as per centage by the Clerk, or by anybody else?

Answer. No, sir.

Question. Did you, directly or indirectly, pay any proportion of, or per centage out of, that money for securing the contract?

Answer. No, sir.

Question. Do you know that Mr. Seaman has received from any engraver, paper furnisher, lithographer, or other person engaged in supplying the wants of the government in that department, any money in the way of present, loan, or in any other way, as an inducement for a contract or contracts?

Answer. No, sir.

Question. Have you ever heard of instances of that kind?

Answer. Nothing but general report.

Question. Have you ever heard any person particularly mentioned who has paid Mr. Seaman any such consideration?

Answer. No, sir.

Question. Do you know of Mr. Seaman borrowing money from any person connected with the government?

Answer. No, sir.

Question. Do you know of anything important for this committee to know which you have not already communicated?

Answer. Nothing but hearsay.

Question. Have you heard of any particular matter which it is important for us to know?

Answer. I have heard that other parties were receiving money for obtaining contracts.

Question. What parties were they?

Answer. One by the name of Ackerman, of New York, and another by the name of Eichels.

Question. Have you heard from whom they received money?

Answer. I do not mean to say that I ever heard of their receiving money from any one, but that they offered to get contracts.

Question. Whom did they make offers to?

Answer. To a man by the name of Roberts, in New York.

Answer. He told me that there was a large contract to be let for wood engraving, and that a friend of Mr. Seaman had offered to get work for him for a certain sum of money; I think it was twenty per cent.

Question. Do you know whether he got any of that work?

Answer. He told me that he got a portion of it—about one-third; that he had declined paying Mr. Eichels any money, because the agreement was that he should have the whole contract; that his work had been withdrawn; that he came on here expressly to see Mr. Seaman in relation to it; that he had been promised the work, and had been on to Boston to obtain men at a great expense, but that he had nothing for them to do, and that he was anxious to get some more of the work. He told me that Mr. Seaman had given him the cold shoulder. After he went to see Mr. Seaman the second time, Seaman told him that he had treated a friend of his very badly, and that he must go and settle with him; and he asked my advice about it. I declined to give him any advice in relation to the matter. He went home, and that was the last I heard of him until he was summoned here as a witness. I have since understood that he got some more work after he got home.

Question. Do you know of any other case of that kind?

Answer. I do not; I have heard a great many persons in Philadelphia express opinions about the matter. A man by the name of Bourquin, a partner of Mr. Duval, said they were obliged to pay as much as the work was worth to secure it; that they were obliged to pay a per centage.

Question. Did he say to whom they were obliged to pay it?

Answer. No, sir; it was merely a casual remark of his, as I never asked him about it.

Question. Did he state what per centage they had been obliged to give?

Answer. No, sir.

Question. Have you heard any other conversations about that matter?

Answer. Nothing in particular; only general talk.

Question. Do you know Mr. Sinclair, of Philadelphia?

Answer. Yes, sir.

Question. Have you heard him say anything about that?

Answer. Yes, sir; I heard him remark that he was paying per-centage for work.

Question. Do you know Mr. Van Ingen?

Answer. No, sir.

Question. Do you know Mr. Major?

Answer. Yes, sir.

Question. Did you hear him say anything about it?

Answer. No, sir.

Question. Have you heard anybody but those you have named say anything about it?

Answer. No, sir; not in Philadelphia.

Question, (by Mr. Covode.) How much could you have done the work for below the price which was paid by Mr. Seaman to those parties?

Answer. I think I could have done, and would have been willing to have done, the work for one-quarter of the money which was paid for it by Mr. Seaman.

Question, (by Mr. Taylor.) Are you not now doing some work under the present Superintendent at prices very much less?

Answer. I think the work I am now doing I am doing for one-quarter of the amount.

Question, (by Mr. Covode.) From your interview with other men engaged in business here, did you learn that it was the general impression among you all that the contracts had to be bought of Mr. Seaman?

Answer. Yes, sir.

Question. And that the only way to secure work was to buy it?

Answer. Yes, sir; because I was on good terms with Mr. Seaman; knew him when a boy, and still I could get no work.

Question. Do you mean to say that you could not get it because you would not buy it?

Answer. I understood that my bids were the lowest, but they never were received, and I got tired of making bids, for I found out that it was lost time.

Question, (by the Chairman.) Do you think you could have secured that work if you had been willing to pay for it as others did?

Answer. I cannot state.

Question, (by Mr. Covode.) Was it your impression that such a course would have secured you work?

Answer. If I had made arrangements at the proper time I think it would.

Question, (by the Chairman.) Do you know whether those payments were made directly to Mr. Seaman, or to other parties for him?

Answer. I do not know.

Question. Have you ever heard of parties in this city acting as agent in that matter, or standing in that relation to Mr. Seaman?

Answer. I have heard of persons who were supposed to have influence with him, of persons who were intimate with him, and my friends have advised me to see those who were intimate with Mr. Seaman.

Question. Who were those persons?

Answer. Mr. Wendell and Mr. Gideon. I do not remember of any others in particular.

Question, (by Mr. Covode.) Your friends advised you to take that course?

Answer. Some of my friends asked me why I did not see them and have them get Seaman to give me some work. I did see Mr. Gideon at one time, and he said he would see Mr. Seaman about it.

Question, (by the Chairman.) Then the whole matter of these contracts appeared to be under the direction and within the control of Mr. Seaman?

Answer. Yes, sir.

Question. You say you have offered bids which were the lowest, and still you did not get the work?

Answer. Yes, sir.

Question. Do you know any reason why you did not get it?

Answer. No, sir.

Question. Do you know Mr. Ackerman, of New York?

Answer. Very well.

Question. Have you ever heard him say anything about this matter?

Answer. No, sir

Question. Do you know Sarony, Major & Knapp, of New York?

Answer. No, sir.

Question. Do you know John Cassin, of Philadelphia?

Answer. Only by reputation.

Question. Do you know N. Hall & Co.?

Answer. Yes, sir.

Question. Have you heard them say anything about it?

Answer. No, sir.

Question. Do you know Mr. Seymour, of this city?

Answer. Yes, sir.

Question. Have you heard him say anything about this matter?

Answer. No, sir.

Question. Is Mr. Seibert intimate with Mr. Seaman?

Answer. I believe he is.

Question. Do you know whether he is intimate with Mr. Wendell and Mr. Gideon?

Answer. I have had no particular opportunity to know.

Question. Do you know any other facts connected with the accounts and business of Mr. Seaman which it is important that this committee should know?

Answer. I do not.

WILLIAM PETTIBONE sworn.

Question, (by the Chairman.) Where do you reside?

Answer. In Washington.

Question. What is your business?

Answer. A practical bookbinder.

Question. Have you done any work for the government under Mr. Seaman's superintendency?

Answer. No, sir.

Question. Do you know anything which it is important for this committee to know relative to the accounts or the business conduct of the late Superintendent of Public Printing, Mr. Seaman?

Answer. Yes, sir.

Question. Communicate to this committee all you know upon this subject?

Answer. My first knowledge with Mr. Seaman was connected with my business. In 1855, near the close of the session, a proviso was inserted in an appropriation bill providing that all the binding of the different departments should be placed under the supervision of the Superintendent of Public Printing. Before that provision was made the binding had been distributed among the different binders in the city. After that took place Mr. Seaman gave the whole of the binding to the "Union" office. I expostulated with him about giving all the work to the Union office; and I met him upon one occasion after that at the corner of the street, somewhere near 12th street, and he came up to me very frankly, shook my hand until he almost broke it, and said: "Pettibone, you are an old friend of mine, and a true democrat; you keep dark and it will be all right between you and me." I did not infer from his request that I should keep dark that there was anything going wrong; but I thought he meant that after a time he would give me something to do. But instead of keeping dark I did otherwise. I was intimate with Secretary Guthrie and Secretary Marcy. This law went into effect on the first of July. I addressed a note to Secretary Guthrie showing up the intention of the law or the framers of it, and what would be the result of placing this work under the control of the Superintendent of Public Printing. The Secretary saw through the matter, and he ordered in advance of the law going into operation all the books which would be required for the Treasury Department during the coming year. Secretary Marcy did the same thing. They gave the work to the individuals who had done it before. With those two exceptions, all the departments gave their work to Mr. Seaman, and Seaman allowed the persons having the work to charge one hundred per cent. higher than was usually charged. For books which cost $30 before, he allowed $60; for books which

efore cost $14 he allowed $28, and that, too, when there were per-ons here offering to do the work at 30 per cent. less than the usual rices. Then there were postage bills which he had to have printed. 'he law provides that there shall be no extra charge allowed for hanging the names of the postmasters; yet he certified to the print-ıg of seventy-one blanks where the law allowed only one charge—hat is to say he certified to seventy-one compositions for blanks where he law only allowed for one composition. Mr. Claxton was foreman ı the Union office at that time Before this occurrence of which I have poken in reference to blanks, Mr. Claxton while in the Union office resented, on one occasion, an account to Mr. Seaman for his approval. 'he account was for printing. Mr. Seaman rejected it, on the ground hat the law specifically stated that there should be but one charge or composition. Mr. Claxton afterwards was appointed clerk in the Comptroller's office, and Mr Seaman, after this matter of binding had ıeen placed under his control, presented an account to the Comptrol-er's office for payment. The account was suspended, and hung up n the Comptroller's office. Mr. Whittlesey was Comptroller at the ime and Mr. Claxton was clerk. The persons connected with the Jnion office, Mr. Forney, and others tried to have Mr Claxton emoved on this account; but Mr. Wendell said no, he would not ıave him removed, because he had done only his duty, and that no nan should be dismissed for doing his duty so far as he had any con-rol over the matter. President Pierce, I understood, came down to he office himself in reference to the matter.

Question, (by Mr. Harris.) What amount would the printer have ;ot for that seventy-one compositions?

Answer. I do not know.

Question Has that bill been paid?

Answer. Some disposition has been made of it, I do not know what.

Question. Then it was a patent matter—no concealment about it?

Answer. I have stated the facts as far as I know them. I do not now what the President did. I know he came down.

Question, (by Mr. Covode.) Do you know anything further in re-ıtion to the accounts or official conduct of Mr. Seaman which it is nportant for this committee to know?

Answer. I know this, that when the Senate committee was investi-ating this same matter, George S. Gideon and James McGuire testi-ed, upon oath, that it was usual to pay $60 for certain kinds of ooks, the bills of which Mr. Seaman had certified. I asked the ommittee if those gentlemen had sworn, on oath, that such was the sual price. They told me they had. I then handed the committee document containing an account of the bills of those very gentle-ıen for similar work, which was paid for by the Treasury Depart-ıent, and $30 a volume was all they charged, yet they went before he committee and swore that $60 was the usual price.

Question. Do these double prices which he has been certifying to ın through his business generally?

Answer. I cannot testify any further than in reference to the book inding. I know those facts, because they are connected with my usiness.

Question. My question was whether it was a common thing to pay double price for binding?

Answer. It was, so far as the Union Office was concerned; but he had control of the matter only one session. When Congress met again, I called Senator Hunter's attention to the matter, and he said it was unjust, and that it should be repealed the very first opportunity. It was repealed, and the work was taken out of his hands.

Question, (by the Chairman.) Do you know anything about the contracts for engraving and lithographing made by that office during Mr. Seaman's superintendency?

Answer. No, sir.

Question. Have you heard of anything which it is important for this committee to know?

Answer. I have heard of many things, but I do not know the facts.

Question. If you have heard any facts which it is important for this committee to know, state them.

Answer. I have heard this, whether it is important or not I do not know, that J. C. McGuire gave a deed of a house and lot in this city to Mrs. Seaman, while her husband was Superintendent of Public Printing. It was a brick house.

Question. Have you heard of anybody else giving Mr. Seaman any money or other consideration during the time they were bidding for, and were doing business for the government?

Answer. Nothing beyond general rumor.

Question. Was Mr. McGuire at that time doing work for the government under the Superintendent of Public Printing?

Answer. He was engaged with Mr. Wendell. Wendell had the bindery and did the work, and all the materials which came there came directed to McGuire, though Wendell did the work.

Question. What kind of work was he doing at that time?

Answer. Binding blank books and ruling.

Question. Do you know whether any material change took place in the price which was allowed for this work about that time?

Answer. Yes, sir. The change in prices was for books for the Land Office. The prices were increased from $14 to $28, and from $30 to $60 a volume.

Question. How much would that work amount to during a year?

Answer. I cannot state. It depends entirely upon the amount of books required in the Land Office.

THOMAS LUCAS, sworn.

Question, (by the Chairman.) What is your business?

Answer. I have been preparing paper for the "Union" office for most of the time during the last ten years. In 1855 I left the Union office and received an appointment in the Pension Office. When they colonized the bounty land division, there was not room enough in the Pension Office, and I went upon the night watch. I then went to preparing paper again for the Union office, that is wetting it down and getting it ready for the press. There were three branches of the government work going on at that time at the old depot, at the Union office, and at Naylor's stables, as they were called. I was wetting

paper for the press and the pressmen found fault with the paper, stating that they could not work it. I told them the fault was in the paper and not in myself. Of the 52 pound paper especially, some was thin and some was thick. Mr. Jewett, a clerk under Mr. Seaman, then came up there, and I selected four quires out of one bundle of paper, two stout and two others thin, and weighed it to show him the difference and to satisfy him that I could not prepare such paper satisfactorily for the pressmen. He told me to do the best I could and he would make it all right with me. I told him I did not want it made right as I was getting $9 a week in preparing paper, and was doing business as a watchman at the same time, which both gave me about $1,000 a year, which would support my family very well; that all I desired was to please the men who employed me. About the time the congressional printing was removed to Mr. Wendell's new building the paper run short on account of the deep snow obstructing the modes of bringing it. Before that, however, Mr. Edward Towers and Mr. Wendell had gone north to purchase $60,000 worth of paper. The paper came on and it was 40 pound paper instead of 45 pound paper. The paper had a label upon the end of the bundle, marked 24 x 38, 40 lbs., Campbell, Hall & Co., 110 and 112 Nassau street, New York." Mr. Wallace, who kept the paper warehouse, used to tear off these labels from the Campbell & Hall paper, and from other paper, and burn them up; finally they commenced sending Baltimore county paper.

Question. What was the matter with that paper?

Answer. The paper was good but it was light. I do not believe from the time the deep snow fell, that there was a ream of paper which came up to weight.

Question. How long did you continue there?

Answer. Fourteen months. The last time I noticed that the paper which came from Baltimore county, and had the weight marked upon it, was all stored in the warehouse, while the paper which had nothing more than a letter upon it, was all worked off first. It would be backed up to the door of the building and we would wet it down before the Superintendent of the Public Printing would get there.

Question. Was it regularly inspected and weighed?

Answer. No, sir; never.

Question. Was it the custom of the superintendent's office to inspect the paper delivered?

Answer. Always before that. When Mr. Towers was Superintendent of Public Printing and any paper was sent up to the Union office which looked suspicious, they had me weigh it, and I never found a bundle which was not up to the mark.

Question. Was Mr. Seaman in the habit of inspecting and weighing paper?

Answer I only saw the Baltimore county paper, which had a special mark, inspected.

Question. How was that paper delivered to the public printer?

Answer. A great portion of it never went into the warehouse. It was brought up in the railroad wagons and immediately put into the wetting room.

Question. What memorandum was kept of it?

Answer. This man, Wallace, kept a memorandum.

Question. Did he take an account of the paper which was dumped into the wetting room?

Answer. Yes, sir; and the government paid as much per bundle as if it had been stored away in the warehouse.

Question. Do you know of any impropriety on the part of Mr. Seaman, or any other person, in receiving or disposing of this paper in any way?

Answer. There is always a great deal of waste paper, and I have seen as many as two or three wagon loads a day taken from the office and carried to Mr. Towers, to sell for waste paper.

Question. Where was it taken from?

Answer. Out of the press room, bindery, and wetting room.

Question. Was that paper sold?

Answer. Yes, sir; Mr. Towers told me that he gave Wendell from one to one and a half cent a pound for all paper, good, bad, and indifferent, as it came along.

Question. How much would it amount to per day?

Answer. I made a calculation upon the waste of the press room, and I calculated it would be three reams of waste paper per day.

Question. How much from the damping room?

Answer. I suppose in wetting 200 reams there would be spoiled one quarter of a ream.

Question. And how much from the other rooms?

Answer. I am not able to say.

Question. How much do you suppose there would be from all the different departments?

Answer. I cannot say. I know there was a large room full of documents which Mr. Towers got in three weeks; but I judged then, from what he told me, that he dare not sell them until the documents were bound and delivered to the House. They were the overplus and spoiled copies.

Question. You stated that a wagon came two or three times a day and took away this waste paper?

Answer. Yes, sir, but it could not always be taken away in two or three loads.

Question. How many pounds could they take away in a load?

Answer. I do not know.

Question. Is that the way in which this document paper and waste paper gets into the hands of the grocers and merchants in this city?

Answer. I think it is. Mr. Towers selects out from the paper he purchases all the white paper, and gathers up the remainder in bales and sends it off to the paper manufacturer, for whom he is agent, Mr. Megargee. Mr. Towers gets all the paper which comes damp in bundles, and at the same price he pays for the other waste paper, and he gives for the sweepings of the floor the same that he does for that.

Question. In whose employ was this man Wallace?

Answer. In the employment of Mr. Seaman and Wendell.

Question. What duty did he perform for Wendell?

Answer. I never saw him perform any duty for Wen lell beyond seeing that the paper was delivered to the office, and the same duty was performed for Mr. Seaman?

Question. Was he paid by Mr. Seaman?

Answer. I do not know. He remarked to me that he was paid $50 a month from the government, and was getting $9 a week from Wendell. I made a calculation that Campbell & Hall's paper was ten pounds short per bundle. I made the calculation that the paper used per day was $140 short in weight, provided that I understood the proper price for paper. That was the paper which should have weighed forty-five pounds, but did weigh only forty pounds, and the labels on which had been destroyed.

Question. Who kept the account of the paper as it was received from the railroad and steamboats?

Answer. Mr. Wallace.

Question. Did Wallace open and inspect it?

Answer. No, sir.

Question. Did he receive and pack it away?

Answer. He did; and sometimes I have known that Mr. Jewett was not there for two or three days at a time.

ALFRED B. CLAXTON sworn:

Question, (by the Chairman.) What is your business?

Answer. I am a clerk now in the employ of the government.

Question. In what office?

Answer. In the office of the First Comptroller of the Treasury.

Question. Do you know any thing about a certified account which came from Mr. Seaman's office during his superintendency, for binding, printing, &c.?

Answer Only so far as the certificates issued by the Superintendent of Public Printing referred to those accounts.

Question. State whether the superintendent ever certified an account for seventy-one compositions when he should have certified for only one composition?

Answer. In one instance the Superintendent of Public Printing issued a certificate in favor of the public printer for blanks furnished by him to the Post Office Department, in which he allowed seventy-one compositions. The law specified that when the alterations in blanks consisted of the postmaster's name merely, only one composition should be allowed. I interpreted the law to that effect, and therefore stopped that item in the requisition. Mr. Seaman took the ground that because the postmasters' names and the residence were both altered, therefore it was over and above the requirements of the law, and for this reason he certified to seventy-one compositions. I insisted that the alteration of the postmasters' names included necessarily the alteration of the residence, for otherwise the blanks would be of no value.

Question. Did the Treasury Department pay for the seventy-one compositions?

Answer. No, sir; that item now hangs up, suspended in the Treasury Department.

Question. Did you at any time during your connexion with the Union office present a bill of a similar character to Mr. Seaman?

Answer. Not exactly of a similar character We performed work where necessarily a hundred times the amount of alteration became necessary, yet Mr. Seaman refused to allow even double composition. He refused to state the reasons why. I considered from the alterations which were made on each page that it ought to have carried composition with it, page for page. That Mr. Seaman refused to certify to.

Question. Do you know any thing else about Mr. Seaman's accounts?

Answer. I do not.

Question. Were there any attempts made to remove you from office because you stopped the payment of this account?

Answer. There was an effort of that sort made soon after I got a position in the office of the First Comptroller. Having the examination of the accounts I stopped that one item, which I considered as opening the door to immense drafts upon the Treasury; that the allowance of that item would have been a precedent for the future allowance of little claims. A representation was made to the President that I had delayed and stopped this account. The President came to see the First Comptroller of the Treasury, and an examination was then entered into in the presence of the President. The account was explained by the First Comptroller to the President; so I am informed. After satisfying himself of the facts of the case, he said that if I had not done as I did he thought I ought to have been removed. It was stated to me by one of the parties interested, that he stated he could not remove me for what I had done, and that I had merely done my duty.

Question. Who were interested in this attempt to remove you?

Answer. I cannot say.

Question. Do you know anything else in reference to Mr. Seaman's accounts, or his business transactions, which it is important for this committee to know?

Answer. No, sir.

Question. Have you heard of Mr. Seaman's receiving, directly or indirectly, any money or other valuable consideration for any contract given by him?

Answer. I have not.

Question, (by Mr. Covode.) How much more money would have been paid for those seventy-one compositions than the law allows?

Answer. The amount which should have been paid was $9. The bill certified to was $639.

Question, (by Mr. Covode.) Assuming the construction of the law by Mr. Seaman as correct, and looking to the ordinary run of the business of his office, what do you suppose it would cost the government more than it would under your construction of it?

Answer. It is impossible to say.

Question. How often does a necessity arise for a charge of this sort?

Answer. Once a month, provided the department wanted those blanks?

Question. According to the usual business of the Post Office Department, how often do they need those blanks?

Answer. I should presume they want them once a month.

Question. What difference do you suppose that construction would probably have made in the amount paid to the public printer a year?

Answer. Perhaps it would have made a difference of $20,000.

WEDNESDAY, *February* 9, 1859.

THOMAS SINCLAIR sworn.

Question, (by the Chairman.) Where do you reside?

Answer. In Philadelphia.

Question. What is your business?

Answer. That of lithographer.

Question. Have you ever done any lithographing for the government under Mr. Seaman's superintendency?

Answer. Yes, sir.

Question. What kind of work have you done for the government?

Answer. I had some work on the agricultural part of the Patent office report, and some, I think, on the Japan expedition; some on the Pacific railroad report, and prior perhaps some work on the report of Lieutenant Gilliss.

Question. Can you state how that work was generally contracted for?

Answer. It was advertised, and I generally came to Washington, looked at it, examined what was to be done, and made proposals for it.

Question. Was all of it advertised?

Answer. I believe all that I did was advertised.

Question. Did you employ any agents or other parties in the city of Washington to attend to your business for you?

Answer. Not in reference to taking orders or getting work, I was always here to attend to that myself.

Question. Did you employ any agent in the city of Washington to attend to your business for you?

Answer. Mr. Gideon has done some such work for me; he has attended to some little matters; I sometimes sent bills for him to collect; I am not a wealthy man; I am a rather poor man, and it very often happened that I called on him for money on work before it was due from the government.

Question. On Mr. Gideon?

Answer. Yes, sir; I received money from Mr. George Gideon under such circumstances; I have also received advances of money on work not completed from his father.

Question. Will you state what percentage on the amount received from the government for lithographing you paid to agents in the city of Washington?

Answer. I could not tell; I have paid no specific sum or any specific percentage. I mean that I have not paid eight per cent., or ten per

cent., or five per cent. on my contracts, but when I have received money from Mr. Gideon two weeks before the work was completed, perhaps when I received the amount of my bill from the government, I would send on to him perhaps $50, or $100, just as I felt like doing, without making any calculation as to per centage, or without having had any agreement on the subject.

Question. What was the general per centage that you sent him, was it three per cent., or five per cent., or eight per cent?

Answer. I have no information from which I could answer that question precisely. I suppose, perhaps, it may have been five per cent.

Question. Did Mr. Gideon interest himself generally in your business here?

Answer. I requested him to collect my bills for me.

Question. Did he not recommend your bids to the Superintendent, or get contracts for you?

Answer. Not to my knowledge.

Question. Did you request him to do so?

Answer. No, sir; when the last work was given out for the Agricultural Report of the Patent Office, there was a sticking point in regard to the price; they wanted the work done for a less amount than it had been done for before.

Question. For what year was that?

Answer. It was the last given out by Mr. Seaman. I wrote to Mr. Seaman that I must absolutely decline to take the work at any such price as he proposed to pay for it.

Question. Did you do any of that work?

Answer. Yes, sir. They gave me the price I asked for it.

Question. Was your price more than they were to pay others?

Answer. No, sir; the same price which they paid others, I believe.

Question. You have just stated that they had propositions to do the work for a less price?

Answer. No, sir; they wanted me to do the work for a less price. I do not know what propositions they may have had; that was not within my knowledge. They wanted me to do it for three and three quarter cents per page, or four cents and something; I forget exactly what. I insisted that I would only do the work at five cents per page, which is not a higher price than we received for doing such work from publishers.

Question. Do you know whether any portion of that work was done at a less price?

Answer. I do not think any of it was.

Question. Was your contract for the Senate or House of Representatives?

Answer. For the House of Representatives.

Question. Do you not know that the Senate got theirs done for three and a half cents per page?

Answer. I was not aware of it. I did not do any of the work for the Senate on the Agricultural Report.

Question. Did you employ Mr. Gideon before the superintendency of Mr. Seaman as your agent here?

Answer. No, sir.

Question. Did you ever pay Peter Gorman for any such service?
Answer. No, sir.
Question. Did you ever speak to him in reference to obtaining work you before Mr. Seaman's superintendency?
Answer. No, sir. The first work of any amount I ever did for the vernment was on Lieutenant Gilliss' Report, and that was dur[ing] superintendency of Mr. Seaman. Mr. Gorman has never procur[ed] y work for me, nor have I ever paid any money to him or had an[y] ng to do with him in any respect.
Question. Will you state whether you have always received the full ıount of your certificates for work from the Treasury?
Answer. I have, invariably. In case it was collected for me by ıers it was invariably paid to me in full. I have collected it some-ıes by sending to the office myself, and when Mr. Gideon has col-:ted it for me he has always paid me the full amount. In the last ınsaction I had I was pressed for money, there was, I believe, no ɔney in the treasury out of which my bill could be paid, and I sold in Philadelphia.
Question. You then received the full amounts of your certificates, d after receiving it you returned certain sums or proportions to your ents here?
Answer. Yes, sir.
Question. Did you pay during your business with the government y money to any party here except Mr. Gideon?
Answer. No, sir.
Question. Did you ever pay any money, directly or indirectly, to J. Megargee, of Philadelphia?
Answer. No, sir.
Question. Have you ever paid any to Charles Megargee, of Phila-lphia?
Answer. No, sir. I have made drafts through Charles Megargee ıt as I have through Mr. Gideon here. I have been in want of ɔney for work which was not ready and have gone to Charles Me-rgee and said to him that I should receive from the government, work, by a certain day a certain amount of money, and asked him cash a draft for me, which he has done.
Question. Have you ever paid, directly or indirectly, any money to rnelius Wendell, of the city of Washington?
Answer. No, sir. I have had no dealings with Mr. Wendell, except a mere acquaintance.
Question. Then I understand you to say that you have never paid y money for or on account of these contracts, except to Mr. Gideon, the city of Washington?
Answer. To no one else.
Question. Have you ever paid, at any time during Mr. Seaman's perintendency, anything to him in the nature of a loan or gift of ɔney?
Answer. I never have. At one time I cashed his note for $200, ıich was paid to us again. That is the only money transaction I ve ever had with him for one dollar. In reference to the employ-nt of Mr. Gorman, Mr. Seaman declared, in the first connexion I

had with his office, that if he ever found me engaging one of these men to aid me in securing work, he would immediately cut me off. Consequently, in all my transactions with that office, I have invariably gone directly to the office and obtained whatever work I have obtained directly from Mr. Seaman.

Question, (by Mr. Harris.) You say that Mr. Seaman intimated that he must not be approached by you through Mr. Gorman?

Answer. I think he said Mr. Gorman or any such people

Question. Did he advise you at that time to employ Mr. Gideon?

Answer. No, sir. The first acquaintance I had with Mr. Gideon was in the office of Mr. Charles Megargee. While there, Mr. Charles Megargee wanted to know if I did not wish to become interested in business at Washington; if I did, there was a gentleman there whom he could recommend as an honorable man. I replied that I did, and he took me into the store and introduced me to Mr. George Gideon. That was my first acquaintance with Mr. Gideon, and it led to all the subsequent business transactions I had with him. We formed a mutual friendship for each other.

Question. What took place between Mr. Gideon and yourself at that time? What was said between you?

Answer. N thing more than that I believe I said I was solicitous to engage in some of the government work, and that I should very likely call and see him in Washington, and such general conversation as that. There was then no solicitation on his part for me to employ him to procure work for me, nor did I make any request to that effect.

Question. At the time Mr. Seaman told you that you must not employ or come to his office through Mr. Gorman, did he distinctly tell you to employ or come to his office through either Mr. Wendell or Mr Gideon?

Answer. No, sir.

Question. Did he suggest their names as proper persons?

Answer. I think at one time, if my recollection serves me correctly, he mentioned Mr. Gideon as a proper person to talk to if I wanted any information, or something to that effect. He said Mr. Gideon was the proper person to talk to.

Question. Now, will you state precisely what he said at that time?

Answer. I think the words I have mentioned contained the whole of it, as near as may be. There was no conversation more than merely to remark that, if I wanted any information in reference to the work, or any knowledge in reference to it, to talk to Mr. Gideon.

Question. Was this before you had employed Mr. Gideon or afterwards?

Answer. It was after I had spoken to him in relation to business here. When I was first introduced to Mr. Gideon I did not know Mr. Seaman, or know anything about business at Washington; that is, I had never been here for the purpose of getting work.

Question. Now will you state about the amount you have paid to Mr. Gideon under the various contracts you have received from the government?

Answer. That I could not tell.

Question. Do you keep no books which would show it?

Answer. I have a book here, but I am sorry to say I cannot make much out of it myself. My bookkeeper left me about a year ago, under rather unpleasant circumstances; and my books are in such a state, that I cannot make much out of them.

Question, (by Mr. Covode.) You have stated that you cashed a draft or note for Mr. Seaman; what were the circumstances connected with that transaction?

Answer. He was in Philadelphia one day, and said he wanted the money. He remarked that he had a note to pay which he had not the money to meet. I chanced to have the money by me at that time, and I cashed his note for $200.

Question. At what time did he return the money to you?

Answer. At the maturity of the note.

Question, (by the Chairman.) Where is your bookkeeper who, you state, left you about a year ago?

Answer. He is in Philadelphia, I presume.

Question. What is his name?

Answer. James Fender.

Question. Do you know where his house is?

Answer. I do not know precisely where he lives; in Camden, I think.

Question, (by Mr. Covode.) It appears from the amount your books show you to have received from the government for work done from you, that if you paid Mr. Gideon five per cent. on your contracts, you must have paid him over $3,000 in all.

Answer. I think I have not paid him anything like that amount; not more than half the money I have drawn from the government has been drawn through him. I have drawn through other parties. I have drawn through Mr. Megargee; I have drawn through Mr. Sherman, and I have drawn through Mr. Wendell, I think, once or twice, or rather I have had the privilege of drawing on Mr. Wendell for money on work before it was due from the government.

Question. Do you know what you have paid to Mr. Wendell?

Answer. I could not tell; I have not paid him any specific per centage on sums.

Question. Do you suppose you paid him as much as you did Mr. Gideon?

Answer. Possibly I have. I have had no arrangement in reference to paying either.

Question. Have you drawn any portion of that money through any other parties in this city, than Mr. Gideon and Mr. Wendell?

Answer. Not in this city.

Question. There seems to be some confusion in your testimony which needs explanation on your part. In the first place you say that you have paid money under these circumstances to no other person in this city than Mr. Gideon and that you think you paid him, perhaps five per cent. Now you state that you have also paid money to Mr. Wendell; can you state how much you have paid to both of these parties?

Answer. I cannot tell.

Question. Did you pay more than five per cent?

Answer. I will state on my oath that I do not believe I have paid in the aggregate to those parties more than five per cent.—rather less than more. It has been paid in general without making any calculation. If $3,000 was advanced me on work, the payment of which would be due for instance in ten days or two weeks, I would return immediately $100 or $150, just as I was in the humor. I never sat down to calculate the percentage which I paid these men; Mr. Gideon never asked me five per cent., or ten per cent., or any other percentage, and consequently I never sat down to make any calculation on the subject, nor can I tell you the exact amount I did give. That is the truth to the best of my knowledge.

Question, (by the Chairman.) Did you consider the trouble Mr. Gideon was to in receiving this money from the government, and in sending it to you worth the proportion which you say you paid him?

Answer. I thought I would have paid any man in New York or Boston just as much for collecting the same amount of money.

The witness was required to send to Philadelphia for books of original entries of his transactions with the office of Superintendent of Public Printing which he had not brought with him.

SYLVESTER J. MEGARGEE re-called:

Question, (by the Chairman.) Will you explain the nature of your first contract with the government for plate paper?

Answer. I stated in my former examination that the total amount of plate paper furnished the government by Megargee & Brothers would not exceed 200 reams, costing, in round numbers, $2,000. I find, on reference to the books, that they furnished 284 reams, and that the total amount for the plate paper furnished by them and by myself is $10,991 70.

Question. Was the whole amount, as stated by you, received by you from the government?

Answer. Yes, sir; it was received from the Senate, I think. It is entered as being so paid.

Question. You stated in your former examination that you had employed agents in the city of Washington?

Answer. Yes, sir.

Question. Mr. Wendell first, and afterwards Mr. Towers?

Answer. Yes, sir.

Question. Will you state the particular duties which they performed for you in the city of Washington?

Answer. Their business was to attend to the paper upon its arrival here; to have the paper presented for inspection; in case the superintendent was not ready to receive the paper, to take care of it, and then to have it hauled and delivered to whatever place the government might designate.

Question. How did you generally send your paper to Washington?

Answer. In 1856, while navigation was closed, we sent it by railroad from Baltimore. All that came from Philadelphia, came direct from there by railroad after navigation had closed. The paper that was shipped from Boston during the winter of 1856, was shipped direct to Baltimore, and from thence by railroad to Washington.

Question. Will you state how it was directed?

Answer. The instructions given by me were that it should be marked "G. P., 24 by 38, 45 lbs."; that is after the office was regularly organized. The paper sent thus at the very first was not marked in that way. It was after being so marked consigned to Edward Towers, Agent. Then on the manifest, I am not positive, but I think, it was consigned to the Superintendent of Public Printing.

Question. Did these agents, Mr. Wendell and Mr. Towers, collect your certificates and remit you the money?

Answer. No, sir.

Question. How did you collect your money from the government?

Answer. I generally received drafts direct from Mr. Casey, the United States treasurer.

Question. Who sent your certificates from the office of the Superintendent of Public Printing to the Treasury Department to be cashed?

Answer. I understood Mr. Jewett did, but I do not know.

Question. Was it necessary that you should endorse the certificates as they were issued from the superintendent's office, before they could be cashed at the Treasury Department?

Answer. No, sir.

Question. In what way was it done?

Answer. The certificates for the first two years, I think, were issued to S. J. Megargee, contractor. The drafts for the amounts from the Treasury were made payable to my order, and sent to me in a letter, containing instructions to sign my name corresponding to the filling up of the drafts. That is the way they have been sent to me. I never indorsed a certificate as it came from the superintendent's office.

Question. Will you state upon what vouchers the drafts were issued to you from the Treasury Department?

Answer. I suppose upon the certificates sent from the office of the Superintendent of Public Printing. I recollect in one instance, when I wanted the money immediately, I went to the Treasury with Mr. Rideon, and I may have endorsed or signed some certificate to get it through then; I do not recollect.

Question. Was it customary to take the certificate sent by the Superintendent of Public Printing as your voucher at the Treasury Department on which the drafts were issued?

Answer. I suppose so. I was never there myself to attend to it more than two or three times in my life.

Question. Have you any memorandum of your accounts with your agents in the city of Washington by which you can tell how much you paid them for their services?

Answer. I have not. I have general entries in my books here of my accounts with my agents, but no special accounts which would lead to the ascertainment of what they were paid for their services.

Question. Do you know how much you paid to your agents?

Answer. I do not.

Question. Have you any means by which you can ascertain?

Answer. I could, perhaps, by going over the whole accounts.

Question. Was it a regular percentage?

Answer. No, sir; there was no agreement in relation to it.

Question. How were the accounts made up?

Answer. At certain periods they would make up their accounts and hand them to me; Mr. Towers acted for Mr. Wendell in reality through this whole business; he would hand me vouchers for cartage, railroad receipts, showing freight paid; I would take these vouchers and compare them with the invoices forwarded, see that they corresponded with the number of reams or bundles forwarded, and if correct, pay them. Frequently they would draw on me for amounts, leaving their accounts open; and the whole thing was transacted in this way. They were all the time doing business with and purchasing goods from me.

Question. Did either of the accounts they sent to you show the amount which they charged for their services in performing this work for you?

Answer. No, sir.

Question. Can you turn to the entries in your books in reference to the money acceptances, &c., which you received from Mr. Seaman, in relation to which you testified in your examination on Saturday, which were not paid through the treasury?

Answer. I think the testimony which I gave you the other day, in reference to a part of this matter, was calculated to mislead you, unintentionally on my part, of course; I inferred that I had received the money for a certain amount, which I find, on reference to my books, was in the shape of a draft for some days, given by the bankers.

Question, (by Mr. Harris.) Was it paid?

Answer. We deposited and got the money for it. The first settlement I made with the superintendent for 45 pound paper was for 1,724 reams, for which I took his acceptance to the amount of $3,430 82. I received cash from him at the time to the amount of $93 99, and a check on Suter, Lea & Co., for $6,900, for which they gave me a draft on Philadelphia or New York, payable some days ahead of date.

Question, (by the Chairman.) What was the total amount?

Answer. $10,424 81.

Question. Did you receive the whole of that amount?

Answer. I stated the other day that I had been looking into the matter, and could not make it out from the books; and I think the testimony I gave then was without any such intention on my part calculated to mislead you. I was then under the impression that $1,300 of the amount was not paid until a long time afterwards, but on looking over my cash book yesterdy, I found that it was all paid shortly afterwards. The amount was credited on April 18, 1857, but I find the amount for which I received a draft from Suter, Lea & Co., was not entered in the cash book until May 3, which I presume was the time that draft had to run. There is an entry here of $1,469 71 to the United States government, for which I see no debit. It may go into the account of Mr. Seaman's acceptance, though I cannot speak positively. I see here another entry of $300, which may have been the final draft sent by Mr. Jewett to settle the account, though I cannot explain with certainty the whys and wherefores in reference to it.

Question. Did you have any conversation with Mr. Seaman on the

ubject of the payment of that account at the time you took his accept-nce?

Answer. Yes, sir.

Question. What did he say about it?

Answer. I have no very particular recollection in reference to it. know that at the time these 1,724 reams of paper were settled for, ıere was a very much larger amount of paper delivered, for which o settlement had been made. He wanted to settle for that amount, ı order to square up his waste leaf account, and he said he would pay ıe at that time for 1,724 reams. I had then very little knowledge of ow these accounts were made up. I did not know whether he was ıe officer to disburse the money, or whether it was to come from nother department. I had received money from various places for he various bills I had had against the government. My impression is, hat he at first gave me a check on Suter, Lea & Co. for the whole ımount, but immediately changed the transaction, and asked me to ac-ept a check for $6,900, $93 99 in cash; and then he asked me whether I would take his acceptance for thirty days for the balance. I told ıim I would do so. He stated that this paper was to be paid for by he various binders; that the amounts due from them were not all ollected, but that he would remit them as they were collected, to over his acceptance for $3,130 82, which, as I understood him, was he indebtedness of the various binders for waste paper.

Question. He stated that when he gave his acceptance for thirty lays that the amounts had not all been received from the binders, and hat he would collect the various amounts and remit them to you?

Answer. Yes, sir.

Question. Did he not state that he had collected the whole amount ınd that he had it in bank?

Answer. No, sir; I do not think he did. I cannot recollect the onversation very distinctly. I called his attention several times to he matter of closing up the account. He said the binders ought to ıave paid up their bills for waste paper, and that he would attend to t. I received drafts from one of his clerks from time to time, as I ıppose the binders paid their accounts, until the whole amount was overed by drafts from that clerk in his office.

Question. Why was the draft from Suter, Lea & Co. post dated?

Answer. I cannot tell you. I do not recollect the financial condition the time. It may be that I could have received payment at the ne in currency, but that I preferred to receive a draft, which would worth more that far ahead.

Question. Did not Mr. Seaman state, at the time of the transaction, at some disturbance had taken place about this waste leaf paper. ount, and that it was necessary for him to dispose of that sum at at particular time, or about that time?

Answer. I have no such recollection.

Question. Did he not tell you that he had collected that sum from e binders, who were making a disturbance outside because he had t paid it out to the government or anybody else?

Answer. I am very positive in regard to that, that he did not.

Question. Then what particular reason did he give you for asking

how the paper was to be settled for. I did not know but Mr. was a disbursing officer for that purpose.

Question. Was that the first payment that had been mad under your contract?

Answer. For the 45-pound paper it was.

Question. Had he not previously drawn a certificate for the in the usual way?

Answer. I have no recollection of it, though it may have be

Question. Do you not know that he drew the certificate in t way entitling you to a draft on the treasury, which he after wa celled and asked you to receive payment for the amount in you have stated?

Answer. I do not know that any such thing was done, or I have no recollection of it. I have some recollection of drawi receipt of some kind and signing for the amount.

Question. Now, will you state whether the whole 1,724 res been delivered at that time?

Answer. Yes, sir; and a much larger amount.

Question. Will you state whether any deduction was m subsequent bill to cover a deficit in that particular amount?

Answer. Not to my knowledge.

Question. Do your books show any transaction of that kind

Answer. Not to my recollection.

Question. Did not Mr. Seaman tell you at the time that not delivered the amount for which payment was due, but tha necessary for him to pay that amount of money in order to di the fund which had accumulated for waste leaves?

Answer. I have no recollection of anything of the kind. give you here the number of reams charged against the gov up to that time as appears from my books, leaving a margin weeks for the paper sent to have been delivered. This settlem made on the 18th of April. I find that I have charged on my

Answer. Yes, sir; I see there is a line drawn, which we do in settling ıe amount of invoices, and a memorandum on the books that up to ıat time 6,169 reams had been sent.

Question. Do you know how many reams of paper the government wed for at that particular time?

Answer. I do not know how many reams they owed for, for they 'ere not justly indebted for paper until it had been received, and I o not know how much had been received.

Question. Then you do not know how much they had received at hat time?

Answer. I do not; I had a great deal of trouble with them about his time, and I thought there was a disposition to break my contract.

Question. How many reams do your books show they had received t that time?

Answer. They do not show certainly; it is merely a presumption on ıy part; but giving, as I said, eighteen days after the paper was for-'arded for it to have been received, they had received 2,713 reams.

Question. When was the next settlement made?

Answer. On the 26th of April.

Question. How many reams of paper were settled for then?

Answer. 1,511.

Question How long was that after the other settlement?

Answer. According to the books, it must have been eight days.

Question. Can you state the gross amount of 45-pound paper, i eams, supplied during the contract year of 1856?

Answer. By referring to my books I find that I supplied ——— eams for that year.

Question. Is that all the paper of that description you supplied ıuring that contract year?

Answer. It is, so far as I can explain my books.

Question. Now, will you be kind enough to state the gross amount 'hich you received for that number of reams?

Answer. I have credited on my books for that year $112,066 73.

Question. Is that the whole amount which your books show you to ıave received for 45-pound paper furnished the government during he contract year of 1856?

Answer. As far as I can ascertain from the examination I have iven of my books, it is.

Question. How many reams of the same description of paper did ou supply during the contract year of 1857?

Answer. I find charged on my books 35,977$\frac{9}{20}$ reams.

Question. Now state the total amount received.

Answer. There seems to be a credit for that year of $220,826 20.

Question. Can you tell us the number of reams of 45-pound paper ıpplied the government during the contract year of 1858?

Answer. I have charged here 15,880 reams. You will find, I ink, in the report of the Superintendent of Public Printing an ac-ount of only some 11,000 for that year; that was the number of ams supplied up to the time his report was made up for. The num-er of reams furnished in reality, however, was 15,880, of which nount 1,200 reams were rejected and withdrawn.

Question. By whom was it rejected?

Answer. 800 reams were rejected, and I withdrew the invoice and would not present it for inspection.

Question. Was the paper of which you now speak rejected by the present Superintendent?

Answer. Yes, sir.

Question. Did you ever have any paper rejected by Mr. Seaman?

Answer. I had paper rejected during his administration, but not by him.

Answer. Did you have any returned or withdrawn during his administration?

Answer. None of any considerable amount; I am not positive whether there was any or not.

Question. What became of the paper which was rejected by the clerk in Mr. Seaman's office?

Answer. It was finally received.

Question. Upon what point was that paper rejected?

Answer. They said the paper was not equal to the sample.

Question. Was it finally taken at the same price, or was there a reduction made in the price?

Answer. There was no reduction made.

Question. Do you think it was as good as the sample?

Answer. Yes, sir; a great deal of it was better.

Question. Was any of it inferior?

Answer. I think there was, perhaps, a small portion of it which, perhaps, was not quite equal to the sample. At the time the paper was rejected there was a fight going on between the printer and the receiving clerk. I think I had at one time as much as 8,000 reams of paper lying here which had been rejected by the receiving clerk.

Question. Will you please state how much you have paid at different times to the agents you have employed in the city of Washington during the period you have been furnishing paper to the government?

Answer. On the 17th of April, 1856, I find a draft for $500, which I presume is for that purpose; I find a draft from Mr. Towers, on the 16th of September, of the same year, for $200, which I presume is for that purpose. On my cash-book I find that at that date cash was paid to that amount and charged to Mr. Towers. His accounts have been settled up at regular periods, and there is quite a balance against him at this point on the books. I find a draft in September, 1857, of $400 from Edward Towers, which I suppose is for the same purpose; I am satisfied, however, that these books will not give you any adequate idea of the amount of money I have paid to my agents here; Mr. Towers kept a paper store here at the time, and I had large transactions with him for merchandise. It is impossible to separate the accounts so as to show what was received by him as agent, and he has since had a large account for purchasing paper shavings of the different binders. In 1857 there was a considerable account for this item, and in 1858 we have probably given him a draft for $15,000 or $20,000 for paper shavings.

Question. Give us the items, if you please, as far as you can?

Answer. On the 16th of February, 1857, I find in our account with

ıelius Wendell a bill charged to Edward Towers, to the amount of
55 36. This is the bill rendered by Mr. Towers, in the aggregate,
'. Wendell to us in his account; on the 19th of February a final
ement was made of the account, and since that time a different
se has been pursued; since then we have paid the freights at the
ing points, and there remains now nothing to pay on the arrival
e paper here except the cartage.
ıestion. Will you now tell us in general terms, as nearly as you
what amount you have paid your agents here for the service they
rendered?
ıswer. The amount which I have just stated of $1,555 36 was
ıll for services; it included the expenses paid by Mr. Towers for
what proportion of it was for services, and what portion for freight
other expenses, I cannot tell.
ıestion. Do your books not show somewhere?
ıswer. No, sir; not to my knowledge. I have paid a great deal
ı than any entries that I have been able to point out indicate.
ıestion. Will you now state about the sum, as far as your judg-
t or recollection goes, that you have paid Mr. Wendell, and Mr.
ers, acting for him, for services as agent during your connexion
the office of Superintendent of the Public Printing in furnishing
r for the government?
ıswer. Probably $7,000 or $8,000. There was never any amount
ed upon. Mr. Wendell said he would be reasonable as to his
ı. There had before been a good deal of trouble between the
ic printer and the agent in reference to paper being lost.
ıestion. And, so to avoid that, you made the public printer your
ıt?
ıswer. Yes, sir; he made the suggestion himself. I had been
ıainted with him for a long time; I was acquainted with him from
ɔmmencement of the low-bidding system here.
ıestion. Do you not think you have paid to Mr. Wendell, or to
rs for him, for such services, during that period, a sum equal or
ıt equal to $28,000.
ıswer. No, sir.
ıestion. Do you not think you paid more than $7,000 or $8,000.
ıswer. No, sir; I do not think I did.
ıestion. Were you or your firm induced to pay this money, or
portion of it, to Mr. Wendell, in consideration of any influencc
he might have with the Superintendent of Public Printing in
ring contracts for you?
ıswer. No, sir.
ıestion. Has Mr. Wendell interested himself in securing you con-
s from the Superintendent of Public Printing?
ıswer. I cannot say that he has, any more than a friend would
ın interest in securing orders for a friend.
ıestion. Would not these payments naturally enlist his feelings
at way?
ıswer. I am not competent to answer a question of that kind, for
not know what may have been his feelings.
ıestion. What would be the natural effect?

Answer. I do not think he is a man to be influenced by anything of that kind. I think it is very natural that parties who are intimate with each other socially and in business connexions should favor one another in business transactions whenever they possibly can. I think it is nothing more than natural or human.

Question. Will you please state whether you have received in the city of Philadelphia, from other parties than the firm of Van Ingen & Snyder, any moneys to remit, from parties engaged in public contracts, to either Mr. Wendell, Mr. McGuire, or Mr. Gideon?

Answer. Not to my recollection. I have had large transactions in money myself with two of these parties.

Question. Have you ever received money in the city of Philadelphia, or from parties in any other locality who were engaged in doing work for the government under the superintendency of Mr. Seaman, or in furnishing supplies to the government of paper or of any character or description, to remit, directly or indirectly, to Mr. Seaman himself?

Answer. No, sir.

Question. Do you know of any person who has been engaged in these contracts either for supplying paper, for engraving, lithographic printing, or any other business of the government passing through the office of the Superintendent of Public Printing, having paid to Mr. Seaman, or to any one else for his benefit, any money or other valuable consideration?

Answer. I have no personal knowledge of anything of the kind.

Question. Have you ever heard of such an instance?

Answer. I think I have.

Question. Will you please state what you have heard, and the facts connected with it?

Answer. I do not know that I can state any particular case.

Question. State what you have heard?

Answer. I think I have heard that parties in Philadelphia have made overtures to Mr. Seaman to pay him money for contracts?

Question. Will you state the name or names which you have heard connected with such transactions?

Answer. I really cannot say. It would, at best, be merely impressions that I may have derived from persons, my associates in kindred branches of business, who I have heard make allusions to the subject. I know of one case which I think I can identify—that of William Rice, of Philadelphia, who was the proprietor of the Pennsylvanian. I do not know how I heard of it, but I have the impression that I have heard that he made large overtures to Mr. Seaman in payment of contracts if they were given out to him. I am able to single out that case because of some circumstances connected with it.

Question. State what those circumstances were.

Answer. I heard that a man was here for certain contracts, and it was understood or spoken of, I cannot say by what parties, that Mr. Rice was here soliciting contracts for his friends, and that he had made large overtures to Mr. Seaman to obtain contracts for his friends.

Question. Who were his friends?

Answer. I am not able to state who these parties were. He is a man

who is about a good deal in that way. He has frequently said to me that he would get me orders from such and such parties in the city not having any connexion with the government at all. He would proffer his services to me frequently without asking any consideration from me for them.

Question. Do you know who he took an interest in at this particular time?

Answer. I think Mr. Charles Deal was one.

Question. What was he?

Answer. A paper seller.

Question. Was he alone, or was he associated with a firm?

Answer. I do not think there was any person connected with him in business. It is not known to the public, if there is.

Question. What particular character of paper did he deal in?

Answer. A miscellaneous business. I think probably on this occasion I furnished him with his samples.

Question. Did he get a contract from the government?

Answer. No, sir; not to my knowledge.

Question. Who else did Mr. Rice take an interest in at that time?

Answer. I cannot name any other parties. I know that Mr. Rice was here working to obtain contracts for his friends.

Question. Did Mr. Rice take any interest in your contract for you?

Answer. No, sir; not to my knowledge. He may have told me that he did.

Question. Did you ever pay him anything for doing so?

Answer. No, sir.

Question. Do you know whether Mr. Rice and Mr. Seaman were on intimate terms?

Answer. I should think they were. I have seen them frequently together.

Question. Have they been on intimate terms since that time?

Answer. I do not know anything to the contrary.

Question. Had you any conversation with Mr. Rice about that matter?

Answer. I cannot say that I did.

Question. Do you know whether Mr. Rice ever paid Mr. Seaman any money on your contract?

Answer. I do not think he did. I do not think he ever made any proposition to Mr Seaman in reference to my contract.

Question. Will you state whether you ever heard of any person paying money to Mr. Seaman, or to anybody else for the benefit of Mr. Seaman, or of loaning money to Mr. Seaman, or to others for his benefit, or of giving, as a gift or present, to Mr. Seaman any valuable consideration for any work or contract whatever?

Answer. I have heard of parties who had loaned him money, but I never heard any one say he had paid him money for a contract?

Question. Can you state who among the contractors you have heard has loaned him money?

Answer. I have heard that the firm of Campbell, Hall & Co., of New York, did; and I have heard the name of George H. Levis, of Philadelphia, mentioned in that connexion.

Question. Will you state whether you have heard any party in Philadelphia say he had loaned him money?

Answer. I cannot say positively. I have a sort of recollection that I heard one of the partners of another firm in Philadelphia say they had loaned him money.

Question. What firm was that?

Answer. P. S. Duval & Co.

Question. Was it Mr. Duval himself or his partner who told you?

Answer. I think it was Mr. Duval himself.

Question. Do you know John Cassin, of Philadelphia?

Answer. I do.

Question. Did you ever hear him say he had loaned or paid Mr. Seaman money?

Answer. I never did.

Question. Do you know D. Chillas, formerly of Philadelphia?

Answer. I do.

Question. Have you ever heard him say anything on this subject?

Answer. Not in regard to loaning money; I have heard him talk a good deal about business matters in Washington.

Question. What has he said to you on subjects connected with the office of the Superintendent of Public Printing?

Answer. I think I have heard him evince considerable dissatisfaction in reference to contracts here; he thought he was not treated rightly.

Question. Do you know Mr. Sinclair, of Philadelphia?

Answer. Very well.

Question. Have you ever heard him say he had paid money to Mr. Seaman, Mr. Wendell, or Mr. Gideon, for contracts for engraving?

Answer. I never have.

Question. Have you ever heard him say that he had loaned money to these parties or either of them?

Answer. No, sir.

Question. Do you know whether he has done so or not?

Answer. I really do not; I know that Mr. Gideon attended to his business for him here a long time.

Question. Have you known of any contractor making Mr. Seaman any considerable present during the continuance of his contract or shortly before its commencement?

Answer. I do not know what you call a considerable present; I have known what I call a small present having been made to him, but never anything to exceed the value of $50.

Question. Do you recollect receiving any money from Mr. Wendell in the shape of a draft payable to Van Ingen & Snyder, of Philadelphia?

Answer. I do.

Question. Do you recollect the amount?

Answer. I do not.

Question. Do you recollect what was said at the time you handed over the draft to Mr. Van Ingen?

Answer. I do not.

Question. Do you know whether anything had been deducted from

the amount which Mr. Wendell had received for Van Ingen & Snyder?

Answer. I know nothing of the kind; I handed over the same draft which I received by mail from Mr. Wendell.

Question. Was there no explanation of the transaction given to you?

Answer. No, sir.

Question. You testified that you had received a bill on the government from Van Ingen & Snyder, to be handed to Mr. Wendell; do you know what work that bill was for?

Answer. I think it was for what was termed the camel work.

Question. What did you do with that bill?

Answer. I either handed it or mailed it to Mr. Wendell.

Question. Did you receive out of a bill collected for Van Ingen & Snyder any portion of a deduction of $1,400 or $1,600 which was deducted by Mr. Wendell?

Answer. I did not.

Question. Do you know anything about that deduction?

Answer. I do not.

Question. Have you ever loaned Mr. Seaman any money for yourself or your firm?

Answer. I have loaned him money individually.

Question. What amount?

Answer. I really am not able to say what amount. I loaned him a considerable amount in the aggregate. During the three years in which we supplied paper for the government I discounted his paper, from time to time, for a very considerable amount.

Question. Is there any portion of it still standing due?

Answer. There is.

Question. Will you state how much you have loaned him, as nearly as possible, and how much there is still due?

Answer. In June, 1855, I find that I loaned him $2,000 on his note, on which I charged him $26 for interest and exchange. In December, 1855, I loaned him $2,000, and in February, 1857, I loaned him $1,350. I cannot, from the books I have here, give you all the separate items of loan.

Question. How much is now standing due you?

Answer. There is a note of $2,895, a draft of $2,000, and bills which were paid by me to the amount of $4,600. About $350 of that amount has been paid since January, 1858.

Question. How much in the aggregate is still due?

Answer. In round amount, I should say about $7,700.

Question. That is all he is indebted to you for?

Answer. That is the whole amount.

Question. Do you know whether he is indebted to your firm, or to any other member of it?

Answer. It appears that he did not pay a note at maturity which, on the books of the firm, was charged to me. These are all the amounts which I loaned out of my own individual cash.

Question, (by Mr. Covode.) Have you any security for that money?

Answer. I have not.

Question. Are you in the habit of loaning large sums of money to irresponsible men without security?

Answer. I have known parties loan larger sums to business men with whom they were dealing. It is one of the greatest abuses of of our business. Publishers dealing with us will borrow large sums of money, as the condition of their patronage. I am free to say that, but for Mr. Seaman's position as Superintendent of the Public Printing at the time, I would not have loaned him that amount of money.

Question. Have you made any effort to have those amounts paid? Have you called his attention to the matter from time to time?

Answer. From the time he went out of office he has told me of his great distress. He has asked me since to loan him money on certain property in Philadelphia, of very little value, as I think.

Question. Did you expect, when you were extending these accommodations to him from time to time, that you should ever be repaid by him, or were you indifferent as to whether you received them or not?

Answer. His notes were always promptly met, with the exception of the one of $2,100 91, which I mentioned as charged on the books of the firm to me. This was due in December, 1856, and was not paid until February, 1857. I do not recollect now what reason he gave for not meeting that at maturity. I presume he gave me a satisfactory reason at the time.

Question, (by the Chairman.) You stated a moment since that but for his official position you would not have loaned him this money?

Answer. I would not but for that.

Question. Then his official relation to you and to your contract had some influence in inducing you to make those accommodations?

Answer. I confess that it had.

Question Have you ever paid anything, directly or indirectly, to any of the clerks in his office?

Answer. No, sir.

Question. You mentioned some trouble about your delivery of paper, will you be good enough to state what that trouble was?

Answer. The government was using large quantities of paper, and I was sending it on as fast as it would have been possible for any man in the country to send it. As each lot of paper came on here, I received letters from my agent here saying that the paper was not satisfactory, and would not be received. The rejection of the paper made it necessary for me to incur the expense of renting a building, and of having the paper stored there. This thing went on until the paper had accumulated on my hands here to the amount of 8,000 reams, worth, the round amount, $50,000. This paper, in my judgment, with the exception of a few bundles, was fully equal in quality to the contract standard. I had several interviews with the party whose duty it was to receive the paper for the Superintendent, and he said it was not good. I appealed to the Superintendent of Public Printing, and he said he would have nothing to do with it; that his paper clerk had the whole matter in charge. I then went to the office and got this person to go and show me the paper which, in his opinion, was objectionable. I had him mark sheets of paper by number or initials from bundles which he selected as inferior. The

printer was at that time instructed not to allow any printed sheets to go out of the office, which I wished to get to compare with my paper; I therefore had these objectionable sheets printed in quarto form. I then obtained sheets of paper from the office which were paid for as finer paper than that which I furnished. I took the sample to several printers of the highest reputation in the city, and, with one exception, they all told me that my paper was better in quality than the two specimens purporting to be finer, which I had received from the office. I then went to Mr. Wendell, but he said that in this matter his opinion amounted to nothing, and that he knew nothing about paper at the present day, although he had been raised in the business. I then took them to the Superintendent's office, showed the specimens to Mr. Jewett, and asked him to select the best paper. He selected mine. I told him that it had no bearing on my contract what paper other contractors furnished, but that he had made the admission that paper he had rejected for me as 13 cent paper was better in quality than that he had received from others as 16 cent paper. I then turned over the sheets and showed him the marks on them. That was the cause of the final acceptance of that lot of paper. He withdrew his objections to it; but I had been to the expense of having it stored in a building which I rented for the purpose. The building broke down with the weight, and I was at the expense caused by the injury of the building; and I moved the paper three times before I could get a permanent place to put it.

Question. Then, to avoid further trouble of that character and to make Mr. Seaman your friend generally, were you not induced to extend these loans and accommodations to him?

Answer. I cannot answer the question put in that manner. I am free to say that if he had not been in the official position which he held I would not have loaned him that amount of money. I cannot exactly say how I was influenced. You can readily see the position in which I was placed My brothers would have thrown up the whole business. I preferred that the government should have brought suit against me for any damages they might have sustained in consequence of my not having fulfilled my contract, as they thought it would be impossible to satisfy them as to the quality of paper. But here was this large amount of paper on my hands, on which I was compelled to pay insurance from time to time.

Question, (by Mr. Covode.) You have stated that you at different times paid sums of money to Mr. Wendell and to Mr. Towers, as your agents. Did these sums of money amount to more than a fair compensation for their services in taking care of your paper here?

Answer. I do not think they did. I do not think they amounted to more than former agents obtained. I understood that Mr. Farnham received, as agent for Mr. Butler, seven and a half per cent on the amount of the contracts, which I consider an enormous commission for taking charge of the delivery of the paper. It would have been perhaps the usual commission in ordinary business, but not on a government contract.

Question, (by Mr. Niblack.) State whether you are acquainted with Mr. Seaman's habits of life or style of living both before his appoint-

Answer. I do not.

Question. Then you have given to this committee all the knowledge or information you have bearing on this investigation?

Answer. I do not at present recollect anything further.

THURSDAY, *February* 10, 1859.

PATRICK DOYLE sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In Philadelphia.

Question. What is your business?

Answer. I am a book-keeper.

Question. For what firm?

Answer. For the firm of Megargee & Brothers.

Question. How long have you been there?

Answer. Since the 24th of May, 1856, to the best of my recollection.

Question. Has it been your business to keep their books?

Answer. Yes, sir; so far as the ledger is concerned.

Question. You make no entries upon the original books?

Answer. No, sir.

Question. You are acquainted with the accounts which S. J. Megargee testified to yesterday in your presence?

Answer. Yes, sir.

Question. The amounts made up by Mr. Megargee and yourself, and given to the committee yesterday, were correct, were they?

Answer. To the best of my knowledge they are.

Question. Who keeps the cash-book of that firm?

Answer. I do.

Question. Do you know how much money has been paid, and will the books show it, to Mr. Wendell, Mr. Towers, and others, as agents in the city of Washington?

Answer. The books will show that fact.

Question. How was that money paid?

Answer. It was paid through S. J. Megargee by the firm.

Question. What memoranda were made of those payments?

Answer. We have charged them upon the cash-book to Wendell.

Question. Then your cash-book ought to show the amount paid to Wendell?

Answer. The amount paid Wendell (Towers' bill) was $1,555 36.

Question. What was it for?

Answer. The book from which this amount is transferred to the ledger is our credit book, which will show what it is for. That book is not here. I believe it is for services for acting as agent, but I cannot say positively; I am not certain.

Question. On what date was that?

Answer. February 16, 1857.

Question. Is that the only amount you have charged there to those parties for expenses paid for their services?

Answer. It is all I know of. I see there is charged here two dollars paid for Towers.

Question. Are there any other payments charged to other parties there?

Answer. Not that I know of.

Question. State whether that is the only money you know to have been paid to Wendell or Towers for services?

Answer. That is the only amount for that year.

Question. What else, for other years you have been with that firm?

Answer. That is the only amount paid to my knowledge to anybody?

Question, (by Mr. Harris.) This book you produce is your cash-book?

Answer. This is our general ledger.

Question, (by Mr. Harris.) Have you brought with you, or are there among these books which have been produced, the original books from which this ledger has been posted?

Answer. No, sir, they are not, with the exception of the cash-book.

Question, (by the Chairman.) You state that is the only amount upon your books charged to Wendell. What does the account upon your ledger, page 273, mean?

Answer. That is the account of C. Wendell.

Question. What was the item of $300, March 4, 1857, for?

Answer. It is for printing paper. He is charged for printing paper for that amount.

Question. Was that paper sold to Wendell?

Answer. Yes, sir.

Question. What is the entry of $500, under the date of February 19, 1857, for?

Answer. That entry is from our credit book.

Question. What does it mean?

Answer. I do not know.

Question. What does the item of $5,000, charged February 9, to cash, marked "C. B.," mean?

Answer. I do not know. I did not make the entry.

Question. What does "C. B." mean?

Answer. Cash-book.

Question. That was money sent to Wendell?

Answer. It appears so upon the books.

Question. What does the item of $4,579 09, under date of July 24, 1858, charged to Mr. Seaman, mean?

Answer. A. G. Seaman is charged with check sent to C. Wendell, $4,579 09.

Question. What is it for?

Answer. I do not know.

Question. Has it ever been paid?

Answer. I do not think it has.

Question. Turn to item $2,000, charged October 24, 1857, cash-book, page 117; what was that for?

Answer. It is "to paid C. Wendell's draft at sight;" it is in my handwriting, and I put it down as right, and I believe it is right.

Question. Why, if it was paid on Wendell's draft to Seaman, should it appear charged to Seaman?

nswer. I do not know; all I know is that it is right; that I made the entry, and I made it understandingly right.

Question. Is there any item corresponding to that date on Mr. Seaman's account?

Answer. No, sir.

Question. Now, was not that money paid on Seaman's draft on Wendell, and charged to Seaman?

Answer. I do not know.

Question. How would it appear upon the books from which the ledger is posted?

Answer. I do not know.

Question. Was that item of July 24, 1858, of $4,579 09, paid to Seaman out of the fund of Megargee Brothers, or was it the individual account of S. J. Megargee?

Answer. It was a check of the firm of Megargee Brothers; it was paid out of the fund of Megargee Brothers.

Question. That was as late as July, 1858?

Answer. Yes, sir.

Question. Are there any other sums which appear upon this book which appear to have been paid in 1858 to Mr. Seaman?

Answer. There is one charged in January, 1858, to Mr. Seaman—cash, $158 38.

Question. State what other accounts there are.

Answer. On the same day there was charged to Mr. A. G. Seaman $2 40. On January 14, 1858, there was charged to A. G. Seaman $187 50, cash. On May 25, 1858, there was charged to him, cash, $1 75.

Question. To whom was that paid?

Answer. Paid to S. J. Megargee, according to the cash-book. It was not a charge made by me.

Question. Then the next item is that of July 24, $4,579 09?

Answer. Yes, sir; charged A. G. Seaman $4,579 09, paid on draft.

Question. Was that draft drawn by him?

Answer. I cannot say. "Sent C. Wendell," according to cash-book.

Question. State whether the firm of Megargee Brothers at the time these various sums of money were paid was indebted to A. G. Seaman the amounts paid him in cash, as appears from this book?

Answer. No, sir; not according to the books.

Question. Then these various sums were advanced by Megargee Brothers to A. G. Seaman?

Answer. That I cannot answer; they are charged to A. G. Seaman.

Question. Do you know whether that account has ever been settled between Megargee Brothers and Mr. Seaman?

Answer. Yes, sir; it has not been settled and closed.

Question. Do you know whether they have taken a note, or bill, or any other evidence of that indebtedness, except what appears upon the books, from Mr. Seaman?

Answer. I do not know.

Question. Would you be likely to know if the account had been

closed, and they had taken a note or other written evidence of indebtedness that it had been closed?

Answer. Yes, sir.

Question. Have you ever made up and rendered an account to Mr. Seaman for that amount?

Answer. According to a memorandum on the ledger, I rendered an account up to March 31, 1858.

Question. Was not that account rendered to Mr. Seaman in order to settle up the account of Megargee Brothers?

Answer. No, sir.

Question. Was the account made up and sent to any one for settlement or collection?

Answer. To the best of my recollection I made out and handed the account to Geo. H. Bechtel, who superintended the books, with the understanding that he was to render it to Mr. Seaman.

Question. Do you know whether Mr. Bechtel collected that account or handed it to any one for collection?

Answer. I do not know.

Question. Do not you know that he handed it to S. J. Megargee, and that that was the end of it?

Answer. No, sir.

Question. Was the amount of the account as rendered ever paid by Mr. Seaman, or to anybody else?

Answer. No, sir.

Question. Then, after you rendered the account, as marked here upon the books in pencil mark, March 31, 1858, the firm of Megargee Brothers paid Mr. Seaman, and have charged him upon their accounts the further sum, May 25, 1858, $1 75 in cash, and July 24, $4,579 09 in cash?

Answer. They have charged him with those amounts in cash.

Question. What is the last credit to Mr. Seaman which appears upon your books?

Answer. The last item of credit says "paper to government."

Question. What is the date?

Answer. May 27, 1857.

Question. What is the amount of that credit?

Answer. $2,120 44.

Question. When was that account first closed between Seaman and your firm?

Answer. It appears from the ledger that it was balanced April 18, 1857.

Question. On the 18th day of April, 1857, the account was first balanced; how did the account then stand?

Answer. According to the ledger, Mr. Seaman was then indebted to us $2,150 84.

Question. Has the book or account been balanced since that time?

Answer. It has not.

Question State the gross amount which your books show Mr. Seaman indebted at this time?

Answer. $12,282 31.

Question. State whether any portion of that is charged to S. J.

Megargee's individual account, or does it all properly belong to the firm of Megargee Brothers?

Answer. According to our ledger it all belongs to Megargee Brothers.

Question. Then any individual amount that S. J. Megargee may have loaned to Mr. Seaman would be charged in his individual book, and would appear as an individual debt by him?

Answer. I cannot answer that question. I do not know any thing about S. J. Megargee's books.

Question. If any of those amounts which make up the round sum of $12,282 31 had been paid or loaned to Mr. Seaman for the individual benefit of S. J. Megargee, that fact would appear upon your ledger, would it not?

Answer. Yes, sir?

Question. Have you had any conversation with the firm of Megargee Brothers with reference to this account?

Answer. I have.

Question. What was said in reference to that matter?

Answer. We looked over the account, and one of the firm said it was right, that there could be no trouble about it. That was the substance of it.

Question. With which one of the firm did you have that conversation?

Answer. Sylvester J. Megargee.

Question. Do you know whether Mr. Seaman has been called upon for any portion of that amount recently?

Answer. No, sir.

Question. What was said when that last check of July 24 was sent to Mr. Wendell?

Answer. I do not recollect.

Question. How did that check come to be sent to Mr. Wendell?

Answer. I do not know.

Question. Was it at the request of Mr. Seaman or of Mr. Wendell?

Answer. I do not know.

Question. Who directed you to send that check?

Answer. I did not send it.

Question. Who did?

Answer. I do not know.

Question. Have you ever heard either of the firm of Megargee Brothers say that they had paid Mr. Seaman a percentage of the amount of the bills of paper furnished to the government?

Answer. No, sir.

Question. Have you ever heard any conversation upon that subject?

Answer. No, sir.

Question. Have you generally been present when Mr. Seaman has been in the office with Megargee Brothers, or either of them?

Answer. No, sir.

Question. How have their interviews generally taken place? Before their clerks or privately?

Answer. As it would happen. There is a private room which is

occupied by one of the clerks, and if he is in at the time he is present at the interviews.

Question. Have you ever known instances in which the clerks have been requested to step outside for the purpose of private consultation between either of the members of that firm and Mr. Seaman?

Answer. I do not recollect any such instance.

Question. Have you not yourself been requested to step out a moment for that purpose?

Answer. No, sir.

Question. Who managed the correspondence of Megargee Brothers?

Answer. George H. Bechtel.

Question. Have you ever seen their correspondence?

Answer. Their correspondence was within my reach, but it did not concern me.

Question. Who would be likely to explain the true nature of the charges upon that book?

Answer. I think Sylvester J. Megargee.

Question. Have you ever heard of any party engaged as contractor with the government, paying Mr. Seaman any money, or loaning him any money, or giving him any valuable consideration during the period of their contract, or just prior to the time?

Answer. No, sir.

Question. Have you ever heard anything upon that subject?

Answer. No, sir.

Question. How much did the firm of Megargee Brothers pay to Mr. C. Wendell and Mr. Towers for their services as agents in the city of Washington during the years 1856 and 1857?

Answer. I do not know.

Question. Will your books show?

Answer. Yes, sir.

Question. What book?

Answer. Our credit book.

Question. Is that here?

Answer. No, sir.

Question. Why did not you bring that book?

Answer. I did not think it would be important.

Question. Was there anything said about bringing that book?

Answer. No, sir.

Question. Have you consulted with any one, either in Philadelphia or here, about what you should testify here?

Answer. No, sir.

Question. Have you had any conversation with any party about the tenor of your testimony here?

Answer. I have with Sylvester J. Megargee.

Question. What did Mr. Megargee say to you?

Answer. He told me to testify the truth.

Question, (by Mr. Covode.) The whole truth and nothing but the truth?

Answer. Yes, sir.

Question, (by Mr. Niblack.) Did he tell you to testify to all you knew about it?

Answer. Yes, sir.

Question, (by Mr. Taylor.) Did he say anything about this account?

Answer. No, sir.

Question. Did he say anything about your credit book?

Answer. Not a word.

Question. I find upon your books an account with J. C. McGuire of $1,267. How was that settled?

Answer. By making a transfer of the account of Edward Towers.

Question. Is it so charged to Edward Towers?

Answer. Yes, sir.

Question. State how that particular amount has been paid?

Answer. It forms a part of Edward Towers' current account.

Question. How has it been paid?

Answer. It was paid in shavings, in part. There are other items.

Question. What do yon mean by shavings?

Answer. I mean shavings from bookbinders' establishment.

Question. Do you receive from bookbinders' establishments anything else than those shavings?

Answer. That is the general term for paper shavings.

Question. Did you receive from Mr. Towers any other kind of paper, such as loose leaves, damaged sheets, &c. ?

Answer. No, sir.

Question. Did you receive whole sheets of damaged paper among those shavings?

Answer. No, sir.

Question. How much is credited to that account for shavings or waste leaves?

Answer. The greater part of it.

Question. State the amount of credits for shavings or waste leaves?

Answer. I cannot well do so. There are other items of credit.

Question. Is there any other credit upon that account, except for paper shavings or waste leaves, since the charge of $1,267?

Answer. No, sir.

Question. State whether in the account of Edward Towers there are any credits, except for waste paper and shavings?

Answer. Yes, sir.

Question. What are they?

Answer. There are credits for notes, acceptances, &c., amounting to $3,468 95, from December 1, 1856, up to the present time.

Question. Now state the gross amount of his account upon your books?

Answer. $18,278 82.

Question. What is the balance now due to Mr. Towers from the firm?

Answer. $2,019 10, as appears from the ledger.

Question. What sum does the amount now due, and the amount received from Towers on drafts, notes, and other payments, except waste paper amount to?

Answer. $5,488 05.

Question. Now deduct the $5,488 05 from the $18,278 82 and give us the amount which has been paid in shavings and waste leaves?

Answer. $12,790 77.

Question. Do you know of your own knowledge or have you heard from any other person whose name you can give to this committee, any fact or matter which it is material for this committee to know, in the investigation they are now engaged in?

Answer. No, sir.

Question. Do you know any other account or charge on these books of Megargee Brothers, which it is proper for this committee to see and have explained?

Answer No, sir.

Question. Is there any other charge or account kept in these books either with parties acting as agents for Megargee Brothers, or Sylvester J. Megargee, or with Mr. Seaman, which it is proper and important that this committee should see?

Answer. No, sir.

Question. Then you have shown all the accounts relating either directly or indirectly to transactions with the government which these books contain?

Answer. Yes, sir.

Question. Is the draft sent to Cornelius Wendell on the 24th of October, 1857, for $2,000, and charged to Mr. Seaman's account, charged to S. J. Megargee, in his account?

Answer. No, sir.

Question. Is this amount of $4,579 09 charged to Mr. Seaman on the 24th day of July last, charged to S. J. Megargee's account?

Answer. No, sir.

Question. Is either of the accounts in the amount embraced in the accounts of Megargee Brothers, embraced in this $12,287 31, as appearing due from A. G. Seaman, to the firm of Megargee Brothers, charged to the individual account of S. J. Megargee?

Answer. No, sir.

SYLVESTER J. MEGARGEE, recalled.

Question, (by the Chairman.) It appears from your answer yesterday to the question "do you know whether Mr. Seaman is indebted to your firm or any member of it," that there was a note which was not paid at its maturity, and which was charged upon the books of the firm to you?

Answer. I have no recollection of a question asked me in that way.

Question. Do you know whether Mr. Seaman is indebted to the firm of Megargee Brothers for loaned money, or in any other way, or in any other sum than the amounts you have stated?

Answer. I do not. I wish to make an explanation. I was going on to make it last night, but I got off upon some other matter. In looking at Mr. Seaman's account last night, I gave you the real amount, $7,701 47. In the explanation of that account, I would say that I would not have any alteration made after I knew of this investigation being entered upon, though there was an error upon the books. I found from the balance sheet that there was an error in giving my answer in regard to Mr. Wendell's account This properly should be in Wendell's account, being $4,579 09. It has no connexion at all with Mr. Seaman.

Question. Why then is it charged to Mr. Seaman?

Answer. I do not know.

Question. Why was it charged upon the cash book to Mr. Seaman?

Answer. I do not know.

Question. Why was it charged to Mr. Seaman upon your check book?

Answer. I cannot tell. There was a draft came from Wendell for that amount of money, which was paid. I may have presented the matter to the book keeper that it was to be charged to Mr. Seaman. I do not pretend to say that I did say so. With parties who are engaged in the same business together errors are apt to occur in that way. I never knew of that error until after this investigation commenced, and I would not then have it corrected.

Question. You say where parties are connected in business such errors are apt to occur. Were Mr. Wendell and Mr. Seaman so connected in business that this error would be likely to occur?

Answer. I cannot say.

Question. Is it common for you to make an error of $4,500, by charging that amount to the account of persons with which it has no connexion whatever?

Answer. It is an error; that is the fact of the case, and I can show it.

Question. Is such an error a common matter, or have you any recollection of any other instance on your books where you have charged that amount to another gentleman's account having no connexion with it?

Answer. I can recollect errors of a similar character, though not exactly like that

Question. How did you happen to send that draft to Wendell upon his application, or voluntarily, or upon the suggestion of Mr. Seaman?

Answer. Not upon the suggestion of Mr. Seaman.

Question. On whose suggestion did you send it?

Answer. The account of Wendell was made up, and this was the amount agreed upon to send to Wendell as for which he was to draw.

Question. State, if this amount was for anything else but for cash, why it is charged in your cash book as cash paid, and charged in your check book as a check given to Wendell for the account of Mr. Seaman?

Answer. I cannot say why.

Question. There appears to be a credit to the account of Mr. Seaman on the 27th of March, 1857, for paper to the government, of $2,120 44. What does that mean?

Answer. I cannot tell.

Question. How could you have credited Mr. Seaman's account for paper furnished to the government?

Answer. I have told you I had tried to figure that out. I was not satisfied with my investigation and I wrote for an explanation and further particulars. This was after I came on here, and I wanted to be informed, so that I could give an intelligent testimony to this committee. I have been informed that a reply has been sent, but I have not received it as yet.

Question. Please explain how that credit of $2,120 44 could have

been given to Mr. Seaman on account of paper furnished to the government?

Answer. Give me time and I will investigate it and inform you. I have my impressions about it, but no recollection whatever.

Question. I ask you whether that $2,120 44 was not credited to Mr. Seaman's account because that amount had been received upon a certificate over and above what was received for paper supplied for the government, and it was credited to Mr. Seaman's account because you had that much in excess?

Answer. I assure you I would have nothing to do with a transaction of that kind.

DAVID CHILLAS sworn.

Question, (by the Chairman.) Where do you reside?

Answer. At Roseville, near Newark, Delaware.

Question. What is your present trade?

Answer. I am a sort of a farmer. I was engaged in a lithographic establishment in Philadelphia from 1852 to 1856.

Question. Have you ever done any work for the government?

Answer. I have.

Question. What?

Answer. I executed work for one of the Patent Office Reports. I executed four strawberry plates.

Question. In what year?

Answer. 1855.

Question. Was it done through Mr. Seaman's office?

Answer. No, sir; I obtained it through Mr. Fitzpatrick, the Secretary of the Senate.

Question. Did he let the work to you?

Answer. Yes, sir.

Question. Have you done any other work for the government?

Answer. I did some for the Committee on Printing. I executed a large map for one of the Pacific Railroad Reports.

Question. What other work have you done?

Answer. I did some small maps for the Secretary of the Senate, but nothing else.

Question. Have you ever had any connexion with the office of Mr. Seaman, the Superintendent of Public Printing?

Answer. I have frequently made bids for work, but never got any contract.

Question. State to the committee how you made offers, and what difficulties you met with, if any.

Answer. I made my offers as others did, and I believe they were as low as those of most others, and I ought to have received the work. I was promised work by Mr. Seaman, but I never received it. I was promised work to such an extent that I was severely injured by it.

Question. Why did you not receive it?

Answer. I cannot tell; I made offers, and was told that I should receive work. He called at my office at various times and told me that I should have it. When I started I had only eight presses, but I increased them, under his representations, to twenty-two presses, which involved me seriously for a time.

Question. Did he give you any reason why he did not give you the ork?

Answer. No, sir.

Question. Tell the committee whether you have heard of any one aying Mr. Seaman, either directly or indirectly, or to any one else or his benefit, any money for contracts?

Answer. No, sir.

Question. Do you know Mr. Sinclair, of Philadelphia?

Answer. Very well.

Question. Do you know whether he ever paid any parties in Washgton for work?

Answer. I do not know.

Question. Have you ever heard from him or from other sources that e has?

Answer. Common report has said so, but I have no knowledge or ny proof of it.

Question. Do you know who told you so?

Answer. A man by the name of Jacob Snyder. He stated that, as general thing, I could not obtain any work unless I paid for it. He aid others did so. He was a wine merchant in Philadelphia, but is n Europe now.

Question. What did he say about it?

Answer. He said that others had to pay to get contracts.

Question. Did he mention any persons who had paid for contracts?

Answer. No, sir.

Question. Have you ever heard of any person besides Mr. Sinclair s having paid for contracts?

Answer. Yes, sir; everybody who had any contracts.

Question. Were any propositions made to you, either directly or ndirectly, to give you work for a consideration?

Answer. No, sir.

Question. Had you any correspondence with Mr. Gideon upon the ubject of work?

Answer. Yes, sir; Mr. Snyder introduced me to him, and said I ould get work through him.

Question. Why did Mr. Snyder say so?

Answer. Mr. Snyder and Gideon were intimate friends.

Question. Did he say that Mr. Gideon had any influence with Mr. eaman?

Answer. No, sir.

Question. Why did he suppose Gideon could influence you work?

Answer. That would be more than I could tell. Mr. Gideon and r. Snyder had intimate connexions with one another. I suppose nyder thought he could speak to him as a friend of his own, and that e, Gideon, had a great deal of influence with parties giving out work ere.

Question. What did Gideon say when you spoke to him upon the ubject?

Answer. He said he had no doubt he could get me work.

Question. Did he propose to become your agent?

Answer. I think he did. I had but a moment's conversation with

him, in the presence of Mr. Snyder. After that I got work through Mr. Fitzpatrick, Secretary of the Senate. I called once afterwards upon Mr. Gideon, but I never got any work through him.

Question. What did Mr. Gideon say in addition to what you have already stated?

Answer. He said, if he got me the work I should have to give him a commission.

Question. How much?

Answer. Ten per cent.

Question. Did he say that was the regular commission?

Answer. He did not.

Question. Did you say you would give him the ten per cent.?

Answer. I did.

Question. Then, if this arrangement was entered into between Gideon and yourself, why did you not receive the work?

Answer. I do not know.

Question. Did Mr. Gideon ever explain it to you?

Answer. Never. We had little or no correspondence more than that one conversation in his office. I never got work of or through him.

Question. Did you call upon Mr. Seaman afterwards for work?

Answer. Frequently.

Question. What did he say?

Answer. He told me, my artists, and my clerks frequently that I should have as much work as I could execute.

Question. Did he say anything to you about Mr. Gideon?

Answer. No, sir.

Question. You know of no reason why you did not receive that work?

Answer. I do not.

Question, (by Mr. Harris.) Did you never inquire the reason?

Answer. No, sir.

Question. What was the impression upon your mind as to the reason why those promises were not fulfilled?

Answer. It was that I did not receive the work because I did not give a commission to somebody. That is my impression, but I may be doing the man injustice.

Question. Have you reason to believe if you had given the per centage you would have obtained the work?

Answer. I thought so.

Question. Did you not at any time ask Mr. Seaman why those promises were not kept, and state to him the expenses you had incurred in expectation that those promises would be fulfilled?

Answer. I think not. I do not recollect of doing so. I kept up to the very last moment expecting work, kept my presses until I saw there was no probability of my getting work. I made my offers for work, and they are upon record, and I think they are lower than some others.

Question. Have you never since that time made inquiry of Mr. Seaman as to the reasons why he did not give you the contract?

Answer. No, sir; I went out of the business in 1856.

Question, (by the Chairman.) Look at this letter, and tell me whether the signature to it is in your handwriting?

Answer. Yes, sir; it is a letter addressed to C. Alexander in reply to a letter, I presume.

The letter was put in evidence, and the following is a copy:

PHILADELPHIA, *December* 13, 1855.

DEAR SIR: Your esteemed favor of the 12th instant came duly to hand.

In reply I beg to inform you that I was a competitor on more than one occasion in which, I believe, great injustice was done me, and am prepared to prove the same. I shall in the course of next week be ready either to come on to Washington or to send you such proofs as I possess.

I am, very respectfully, yours,

DAVID CHILLAS.

C. ALEXANDER, Esq., *Washington.*

Question. What injustice do you refer to in that letter?

Answer. The injustice in not having my bids accepted; of having purchased those presses upon the faith of his representations, and having purchased stone to a large extent for the purpose of executing that work which he said I should have. I had made offers and sent them on in time. I had a copy of those offers, and my offer was lower than those of some others who got work.

Question. Who got the work you then made offers for?

Answer. Mr. Sinclair got some of it, Mr. Duval some of it, and Savony & Major some.

Question. Do you know how it was that they succeeded in getting this work at higher prices than you proposed to do it for?

Answer. No, sir.

Question. Do you know of any explanation of it?

Answer. I do not.

Question. Have you had any conversation with any one about what you should testify since you arrived in this city?

Answer. Yes, sir; Mr. Alexander spoke to me about it.

Question. Have you had any conversation with any one connected with Mr. Seaman's office.

Answer. No, sir.

Question. Have you had any conversation with Mr. Seaman?

Answer. No, sir.

Question. Have you stated all the facts in your knowledge which you think necessary to communicate to this committee?

Answer. To the best of my recollection; I do not know of any other important matters.

Question. Did Mr. Gideon say anything to you, at the time he told you he would have to have ten per cent., about his charges to other persons for similar services?

Answer. I think not.

Question. Did he say anything about getting contracts for other parties?

Answer. If he did, I do not recollect.

Question. Did he say anything about his intimacy with Mr. Seaman?

Answer. I think not.

Question. At its maturity when?

Answer. On the 18th of May, 1856.

Question. That amount was due to you from Mr. Seaman for the paper which he pretended to pay out of the waste leaves account. Now will you explain how it is that you can credit him $2,120 44 out of an amount which is absolutely due to you for paper supplied to the government?

Answer. I stated in a former part of my testimony in connexion with this matter that I did not get it settled until May, 1857.

Question. Answer as to how it became necessary to credit $2,120 44 to Mr. Seaman, because you had previously charged him with that amount, or a larger amount, for his acceptance given for that paper?

Answer. Mr. Seaman gave me his acceptance on account, which was properly charged to the United States government, there remaining unpaid on that amount in May, 1857, $2,120 44.

THURSDAY EVENING, *February* 10, 1859.

SYLVESTER J. MEGARGEE recalled:

Question, (by the Chairman.) In your examination to-day you stated that the explanation to the entry of $2,120 44 in your books, of May 27, 1857, was that it was a credit to Mr. Seaman for a portion of the paper embraced in the account of paper paid you out of the waste leaves fund?

Answer. Yes, sir.

Question. And that that amount of paper had been credited to the government, in order to balance the government account?

Answer. No, sir, not upon my books; you mistake.

Question. State, if you please, precisely how that transaction took place?

Answer. The transaction explains itself. I have no recollection of it, but it explains itself very simply by the books. The original charge to S. J. Megargee, government account, shows 1,724 reams. For that amount A. G. Seaman gives his acceptance for thirty-six days for $3,430 82.

Question. What was the date of that acceptance?

Answer. It was the 18th of April, 1856, as appears from the books. Of that amount there was paid, in two periods, $1,310 38. That left a balance of $2,120 44.

Question. When was that paid?

Answer. That was paid, as appears from the books, at different times. It was finally settled upon the books in May, 1857.

Question. You have explained that the amount of that paper bill in April, 1856, was $10,424 81, and that that amount was paid to you by a draft on Suter, Lea & Co. of $6,900, cash $93 99, and an acceptance of $3,430 82, and that up to November, 1856, two amounts were credited making a sum equal to $1,310 38; that the balance of the amount of the acceptance of $3,430 82 was carried forward to the account of A. G. Seaman—now state how it became necessary to credit the precise amount of $2,120 44 to Mr. Seaman's account as out of government paper?

Question. Then, in order to make it necessary to credit Mr. Seaman you charged him with the $10,424 81 for the bill of paper, and then charged him with $3,430 82 for the acceptance which he gave you for that very bill, and you add them together, making $13,855 63, and then you credit him with the whole amount of receipts—$6,900 from Suter, Lea & Co., $93 99 cash, and the amount of $1,310 38—which had been received in cash from Seaman at different times up to November, 1856, and then you credit him in order to balance that account with $2,120 44 as for paper for government?

Answer. The question is not properly stated. The account does not show that Mr. Seaman is charged $10,424 81. That was strictly a government account.

Question. But you just stated a credit of the whole amount to the government?

Answer. Yes, sir; as I supposed that was a settlement of it. I had every reason to suppose that that would be a settlement of it, and so credited it; but it was not a settlement of it.

Question. Then, as the account appears in your books it is simply this: in April, 1856, Mr. Seaman undertook the payment of $10,424 81 to you for 1,724 reams of paper?

Answer. Yes, sir.

Question. But that paper had been supplied to government and charged to the government account?

Answer. Yes, sir.

Question. That on that day in April Mr. Seaman undertook to pay that amount to you individually, and you accepted Mr. Seaman for that amount instead of the government?

Answer. I took it from him.

Question. That Mr. Seaman then gave you Suter, Lea & Co.'s draft for $6,900, cash $93 99, and his own acceptance for $3,430 82, making a total of $10,424 81?

Answer. That is correct.

Question. Then, on your books the government is credited with $10,424 81, as having been received from Mr. Seaman?

Answer. In those various payments.

Question. That all this amount was paid April, 1856, and November, 1856, except a balance of $2,100, and some odd

Answer. That is correct.

Question. That that amount was carried into Mr. Seaman's account and stood charged to him?

Answer. Yes, sir.

Question. That in the settlement of that account you credit him with $2,120 44 as for paper furnished government?

Answer. That is correct.

Question. Now tell us whether you received from Mr. Seaman any further or other sum for the balance of the indebtedness of $2,100 and better?

Answer. I did not.

JOHN H. HALL sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In New York.

Question. What is your firm?

Answer. Campbell, Hall & Co?

Question. What is your business?

Answer. We deal in paper and do a banking business in addition.

Question. Have you had any transactions with the government in supplying paper under Mr. Seaman's superintendency?

Answer. We had.

Question. State about the amount of paper you have supplied to the government and the time when, during his superintendency?

Answer. In 1856 we had a contract to supply 52-pound paper. We supplied about 11,000 reams. I do not recollect the exact amount. The price was $8 32 a ream.

Question. What did the whole bill, the aggregate of the year's supply of that class of paper amount to?

Answer. About $90,000.

Question. How did you get that contract?

Answer. By propositions agreeable to the advertisement, furnishing samples at the same time, the bid was made.

Question. Do you know whether yours was the lowest bid?

Answer. I do not.

Question. Had you an agent in the city of Washington at that time?

Answer. No, sir; not at that time.

Question. Whom did you have after that time?

Answer. Cornelius Wendell.

Question. Was he in the paper business in Washington?

Answer. No, sir; he was a printer.

Question. Was he doing the public printing at that time?

Answer. He was doing the work, but I do not know whether he was the public printer.

Question. When did you first employ Mr. Wendell as your agent?

Answer. The exact date I do not know.

Question. Was it early in 1856, or was it in the fall of 1855?

Answer. We did not get the contract until December, 1856.

Question, (by Mr. Harris.) Did you get the contract for $90,000 worth of work before you employed Mr. Wendell?

Answer. Yes, sir; I had nothing to employ him upon until we got the contract.

Question. What special duty did he perform for you?

Answer. He took charge of the paper when I sent it here, and saw it properly delivered to the Superintendent.

Question. Did he do anything else?

Answer. That was all he was engaged for.

Question, (by the Chairman.) Did he attend to collecting your bills and remitting you money.

Answer. Very probably he applied at the treasury to expedite them.

'he certificates were usually sent from the Superintendent's office irectly to the treasury, and sometimes they would lay there.

Question, (by Mr. Harris.) Was it not a part of your contract to eliver the paper to the Superintendent in Washington?

Answer. Yes, sir; to deliver it to the Superintendent free of xpense.

Question. Was it not the duty of the Superintendent to receive the aper when it arrived in Washington?

Answer. Not until it was delivered at the place which he should esignate.

Question, (by the Chairman.) How was it generally delivered to the uperintendent?

Answer. It came by vessels and by railroads, and was usually elivered in that way.

Question. Did you have a warehouse here?

Answer. No, sir.

Question. Who acted as your agent for a similar purpose while you vere delivering the paper supplied by William E. Imley in 1855?

Answer. We had no contract in 1855.

Question. Did you not act as commission merchant for Imley in 855, and as his commission merchant send the paper to Washington?

Answer. We did, under his contract.

Question. Who acted as your agent in the city of Washington luring that period?

Answer. Mr. Wendell acted for Mr. Imley.

Question. Was the same service performed by Mr. Wendell for Mr. mley?

Answer. Yes, sir.

Question. Do you know what Mr. Imley paid Mr. Wendell for those ervices?

Answer. I do not.

Question. Was the whole amount of the receipts and payments for he paper delivered by Imley kept in the books of your firm, as his ommission merchant?

Answer. I think the entire amount of paper delivered was kept vith us.

Question. Who collected the money from the government?

Answer. We collected part.

Question. Had you not a power of attorney from Mr. Imley to eceive that money from the government?

Answer. We had.

Question. Who collected the balance?

Answer. We had a power of attorney from William E. Imley to ollect the money. He cancelled the power of attorney, notwithtanding we had advanced considerable money on the amount which vas due from the government. And I think there were one or more rafts which the father of William E. Imley endorsed as the attorney f William E. Imley.

Question. You think, then, that one or two drafts were paid directly o Imley, and not through your house?

Answer. That is my impression.

Question. Who manufactured that paper?

Answer. A large portion of it was manufactured by William H. Imley.

Question. Who was in fact the party directly interested in that contract, William H. Imley or William E. Imley?

Answer. William H. Imley.

Question. You were the commission merchant, then, of William H. Imley, and William E. Imley was simply the party used by his father and not interested in the matter?

Answer. He was used by his father, so his father informed me.

Question. How much per pound for that paper did Mr. Imley's contract call for?

Answer. Speaking from recollection, I think it was $13 70 for 45-pound paper per hundred pounds.

Question. How much would that be per ream?

Answer. $6 16½.

Question. Did Imley furnish any other than 45-pound paper to the government?

Answer. He furnished 52-pound paper also.

Question. How much was he to receive from the government for the 52-pound paper.

Answer. Sixteen cents a pound.

Question. State how much he did receive for the 52-pound paper in the final account with your firm, for that 52-pound paper.

Answer. The firm of John Campbell & Co. had loaned to William H. Imley $65,000, and he had agreed to pay six per cent. upon all the products of his mills, sold out of the State of Connecticut, until that $65,000 was paid. When we settled with Imley for this government business we got less than six per cent. We compromised the amount for a less amount than six per cent.

Question. Was there any other deduction made from the bill due to Imley on your books, other than the commission to which you have just referred?

Answer. I am not sure whether there was or not upon the books.

Question. Was there any other amount or percentage paid by Imley to any other person out of that fund in connexion with those contracts for paper?

Answer. We did not receive anything over six per cent., and I do not know of any other party who received anything?

Question. Did Mr. Imley receive the full amount of the government bills from your house, less the percentage, to which you have just referred?

Answer. He did; less the expense of freight, cartage and insurance on the paper he furnished.

Question. Was there not paid out of the amount received by Imley from the government, a further percentage to some other party in the city of Washington or New York, for services, in connexion with that matter?

Answer. I do not know of any payments of that kind.

Question. Did Mr. Imley ever tell you he had been compelled to

pay, or that his son had been compelled to pay any per centage or consideration for his contracts with the government?

Answer. I have no recollection of any such statement.

Question. You were quite intimate with Mr. Imley, were you not?

Answer. Yes, sir.

Question. He consulted you frequently about his business?

Answer. Yes, sir.

Question. Do you know that any one in the city of New York or Washington, or other place, received, directly or indirectly, any per centage or consideration from Mr. Imley for that contract?

Answer. I do not.

Question. Was there any other person in the city of New York connected with that matter and taking an interest in the account, outside of your firm, except Mr. Wm. H. Imley, the party in interest, and his son, Wm. E. Imley?

Answer. I do not know of any one.

Question. Do you know whether Mr. Imley paid anything, directly or indirectly, in the way of money, presents, or loans to Mr. Seaman, or to any one for his benefit, about the time of his contract, and during the time of his contract?

Answer. I think he loaned him money during the time of his contract.

Question. Do you know whether he paid him or gave him any sum or sums of money during that time?

Answer. Not from my own knowledge.

Question. Have you ever heard that he did; and if so, from whom?

Answer. I never heard of his having paid or given him anything.

Question But you have heard of his loaning him money?

Answer. I have.

Question. Do you know how much Mr. Imley paid Mr. Wendell for his agency during the time of his contract?

Answer. I do not.

Question. Did he pay Mr. Wendell anything through your house during that time?

Answer. I do not know that he did.

Question. Did you ever hear Mr. Imley say that he had paid Mr. Wendell for such services?

Answer. I do not recollect of his telling me so.

Question. Had you any special arrangement with Wendell for his services during the time he acted as your agent?

Answer. No special arrangement.

Question. What per centage did you pay him upon your bills, if any, for his services?

Answer. I do not know of any per centage. I paid him a round sum.

Question. Do you know what that round sum was?

Answer. I do not recollect now.

Question. How much was it during the time that Wendell was acting as your agent under Seaman's superintendency?

Answer. I cannot tell the exact sum; I should think from three to four thousand dollars.

Question. That was during the year 1856?

Answer. Yes, sir.

Question. What per centage would that be upon the amount of paper supplied?

Answer. I estimated it to be about half a commission, as we term it technically.

Question. What per centage would it be?

Answer. About three and a half per cent.

Question. Was that the whole amount you paid in Washington for the services of parties during the year for attending to your paper business here?

Answer. It was, so far as I know anything about it.

Question. Was Wendell the only party you paid for services here?

Answer. He was.

Question. When did you make Wendell's acquaintance?

Answer. I do not recollect.

Question. Did you make it before Imley's contract with the government, which came through your house?

Answer. I cannot say that I was acquainted before that time.

Question. Were you advised to employ Wendell as your agent here?

Answer. I do not know that we were.

Question. What induced you to employ Wendell as your agent rather than other parties in the city of Washington?

Answer. We thought he could attend to our business, and thought he had an influence here.

Question. Did you think his influence could be of any service to you?

Answer. We did.

Question. Do you know whether Mr. Seaman and Mr. Wendell were very intimate at that time?

Answer. I do not.

Question. Has your firm ever paid, either directly or indirectly, in the nature of a gift, or in the nature of a loan, either to Mr. Seaman, or to any one else, believing it to be for Mr. Seaman's benefit, any sum or sums of money?

Answer. Not to my knowledge.

Question. Have you ever loaned any money to Mr. Seaman?

Answer, Yes, sir.

Question. During what time did your transactions in that particular take place?

Answer. They commenced in 1855.

Question. During the time that Mr. Imley's contract with the government was running?

Answer. Yes, sir.

Question. Can you state how much money you loaned Mr. Seaman during that time?

Answer. Yes, sir. I have a memorandum here, which I will read: On March 14, 1855, we discounted Seaman's note at four months, $2,500 and interest; March 14, 1855, a note at six months for $2,500. Both of those notes were paid September 1. October 4, a note for thirty days for $500; paid November 13. October 30, a note at sixty days, with interest, for $2,750, due January 1, 1856; extended to March 4,

356, and again extended to October 31, 1856, and then paid, with interest, amounting to $2,857 28. October 3, 1856, took from William H. Imley A. G. Seaman's note at sixty days for $2,600, and interest, endorsed by William H. Imley, due December 3, 1856, and paid, less collection, $6 57. For the above note we gave William H. Imley our note October 3, at sixty days, for $2,600. December 5, remitted to William H. Imley $20 73 to balance the above.

Question, (by Mr. Harris.) Does Mr. Wendell owe you anything growing out of transactions with the government through Mr. Seaman's office?

Answer. No, sir.

Question. Is there any other party in Washington who owes you money as a loan or per centage connected in any way, directly or indirectly, with contracts given to you by Mr. Seaman's office?

Answer. Nothing in connexion with the contracts.

Question. Do you know of anything else, or have you heard of anything else, that it is important for this committee to know in the investigation of Mr. Seaman's accounts and his business conduct while in office?

Answer. I do not think of anything.

Question, (by the Chairman.) Is paper higher now than it was in 1856 and 1857?

Answer. It is not so high.

Question. What is the difference?

Answer. In 1854 paper was worth more than in 1855, and is worth less now for the same quality than it was in 1855.

Question. How much less?

Answer. I shall have to answer that by stating that the standard of quality for the same price is raised considerably, which would make a difference of five per cent.

Question. If you take the same quality of paper in 1855, would it be worth any more than the same quality of paper now?

Answer. It would not be worth so much.

Question. How much less would it be worth?

Answer. Five per cent.

Question. How was 45-pound paper in 1856 and 1857; was it higher or lower?

Answer. It was lower then than in 1855.

Question. Is 52 and 56-pound paper worth more now in market than it was in 1857, or is it worth less?

Answer. At the present moment I do not think they are worth quite as much as they were then.

Question. Have they been worth more in market for the last six months than they were in 1857?

Answer. They have not been worth more.

Question. Have they been worth less in market during that period than they were in 1857?

Answer. They have been within that period worth a fraction less.

Question. How much less?

Answer. From two and a half to five per cent.

Question, (by the Chairman.) Have you ever delivered any paper to

the government weighing forty pounds per ream professing to weigh forty-five pounds?

Answer. No, sir, never.

Question. Have you individually, or your firm, ever had a contract with the government for 45-pound paper?

Answer. No, sir.

Question. Have you, or your firm, at any time sold paper to any party who had at the time a contract to supply the government with paper?

Answer. My impression is, that we sold some three hundred or four hundred reams of printing paper to Megargee Brothers, or S. J. Megargee, Philadelphia, during the great snow-storm of 1857, when all communication with paper mills was suspended. This paper weighed forty pounds to the ream, and doubtless had our label upon the bundles. We also sold printing paper of the same size weighing forty-four or forty-five pounds per ream.

Question. How much of the 44 or 45-pound paper did you sell to the parties referred to about this time?

Answer. I do not recollect.

FRIDAY, *February* 11, 1859.

THOMAS SINCLAIR recalled.

Question, (by Mr. Harris.) Have you had at any time, in connexion with government work, any arrangement, contract, agreement, or understanding of any kind, direct or indirect, with Mr. Seaman, or with any persons acting with or for him, by which a valuable consideration of any kind passed to said Seaman, or to or through any person for him? You will state to the committee the facts in your knowledge, and not give your opinion or judgment.

Answer. In answer to that, I have paid to Mr. Wendell and to Mr. Gideon, but I have no knowledge of the connexion between Mr. Gideon and Mr. Seaman or between Mr. Wendell and Mr. Seaman.

Question. I find on your ledger an account headed "Dr. Senate of the U. S. Cr." embracing various items of work delivered to the government, and of cash received for such work, running from September, 1855, to December, 1857; did the work embraced in these various items come to you through Mr. Seaman's office?

Answer. There is no work mentioned there which did not come through Mr. Seaman's office, except Lieut Gilliss' work.

Question. Referring from your ledger to your book of original entries, under date of 28th January, 1856, I find that you received from the United States, in cash, $1,669 70, under which is written "paid dis., per George Gideon, $169 70." Will you explain whether "dis." means discount, and why it was paid through Mr. Gideon?

Answer. "Dis." means discount. It was paid to George Gideon.

Question. Your book says "per," which means through.

Answer. I have not paid in any shape through any party. I have paid to the party. The use of the word *per* must have been an error in keeping the books.

Question. Another entry, under date of April 29, 1856, shows you

to have received of the United States, in cash, $1,568, "less, paid George Gideon commission for collecting bill, $100." Another, under date of February 3, shows you to have received, in cash, "per my draft on account of the United States government, through C. Wendell, discounted by C. Megargee & Co., $3,294 72," and to have paid for discount and collection, $41 18, and to have paid C. Wendell, in cash, 10 per cent. on $3,294 72, making $330. Do I state these entries correctly from your book, and was this 10 per cent. paid to Mr. Wendell as commission?

Answer. It was paid as commission to Mr. Wendell.

Question. Under date of September 21, 1857, I find an entry "received in cash from the United States $2,500," and beneath it written "paid dis. $300." Does that mean discount; and if so, to whom was it paid, and for what purpose?

Answer. It means discount. I cannot tell at this time to whom it was paid. I have no distinct recollection in relation to it.

Question. What was it paid for?

Answer. It was paid as commission for collection.

Question. Commission for collection, do you mean to say, or for other business? Do you mean to say that you paid $300 for collecting $2,500 from the United States government?

Answer. The way to get at the per centage would be to take the whole amount received from the government, and then the whole amount paid for collection.

Question. That would be the way to get at the whole; but I am now speaking of this individual transaction; does "dis." mean discount there, and to whom was it paid?

Answer. "Dis." means discount, but I cannot tell to whom it was paid.

Question. Then you cannot explain the transaction?

Answer. I cannot.

Question. Under date of November 14, 1857, I find this entry: "Received in cash of the United States $3,038 94; dis. G. G. $100." To whom did the discount in that case go?

Answer. To George Gideon.

Question. Under date of December 17, 1857, I find this entry: "Received, as under, from C. Sherman, for Senate bill, $2,530 26; discount in cash, $320 36." Who is Mr. Sherman; was the discount paid to him, and in what connexion was it paid to him?

Answer. Mr. Sherman is a printer in Philadelphia. There was no money in the treasury out of which it could be paid, and it was uncertain when there would be. I sold the bill to Mr. Sherman at 10 per cent. discount.

Question. Under date of December 28, 1857, I find: "Received, as under, from S. Megargee, for Senate bill, $1,934 40; dis. $193;" for what was that discount paid?

Answer. I sold that bill to Mr. Megargee. I could not collect it here.

Question. Under date of 27th December, 1 57, I find this entry, which I am not able to understand: "Drew on C. Wendell at thirty days for balance on cow bills, discounted by C. Megargee & Co.

Question, (by Mr. Covode.) Mr. Sinclair, I have carefully examined your accounts with the government, and find by your account that, including a fictitious entry of $1,934 40, made apparently to close the account, your total charge against the government is $60,399 55, while the books of Mr. Seaman show that you have received $70,487 30, making a difference of $10,087 75, in addition to the fictitious entry of $1,934 40. Can you give any explanation relative to this vast difference?

Answer. I can give you no explanation of that. I believe, to the best of my knowledge, the statement there is correct. I know I have received from the government pay for all the work done according to the estimates. I cannot give any explanation of the discrepancy which you state.

Question. Did you ever give any voucher or endorsement by which other parties could draw money from the treasury which you have not received, or which is not on your books?

Answer. Not to my knowledge or recollection. It is now some two years past since these transactions, and my mind does not hold good in recollecting some of these things. I was sometimes pressed for money, and it may be that I made small drafts which I am not able to recollect.

Question Then you can give no explanation of this discrepancy?

Answer. I cannot.

Question, (by the Chairman.) How was the money generally drawn from the treasury? By your agents here, and remitted to you?

Answer. Generally by my agents here.

Question. What was it necessary for you to do to enable your agents to draw the money on your bills? Or was the business all transacted by your agents here?

Answer. I first presented a bill to the Superintendent's office, which came back approved. I then sent it to some person in Washington to collect the money.

Question. You sent the bill with your endorsement on it?

Answer. Yes, sir.

Question. Are you certain that the amount stated in your books covers the entire amount of work done for the government by you during Mr. Seaman's superintendency, and the entire amount you have received for it?

Answer. I would not like to swear that it is It may be that there are some other little items which are not there, because the government does not owe me anything on my work, to my knowledge.

Question. You think you have received compensation for all the work done?

Answer. Yes, sir.

Question. Did you not tell Peter Gorman that you did not desire his services any longer; that he could be of no further service to you, but that Mr. Wendell and Mr. Gideon were the persons for you to see?

Answer. I may have said so. I am not sure whether I have ever said so or not.

Question. Did you not say so to him?

tions which you have sustained, or your firm have sustained, to the government through the office of the Superintendent of Public Printing, or in relation to the contracts or supplies on the part of any other party to the government, which it may be important for this committee to know in order to arrive at just conclusions in this investigation?

Answer. I am positive that I know of nothing else of importance on this subject.

Question. Your books show that in every instance in which you sent a commission to Mr. Gideon or Mr. Wendell you returned an amount equal to about ten per cent. on the whole amount to which the commission related.

Answer. No, sir, my books do not show that.

Question. In most cases your books show that fact.

Answer. In some cases they do.

Question. Why was that exact per centage paid as a general thing?

Answer. It was not paid as a general thing.

Question. Why did you send that per centage to these gentlemen as commission on these bills?

Answer. I suppose it was at the time required or expected from me.

Question. What reason had they to expect that particular sum or per centage of you?

Answer. I have no knowledge of what their mind was on that subject.

Question. Then you had some reason in your own mind for supposing that about that particular amount would be required or expected of you?

Answer. Yes, sir.

Question. Then can you tell us what induced you to think in this instance that that particular amount was the one you should send?

Answer. I think in that case I wrote to ascertain upon what conditions the commission would be executed.

Question. Had you any reason to suppose that any portion of this per centage was paid to Mr. Seaman, or to any other person for his benefit, in the city of Washington?

Answer. I had no knowledge of any such thing.

Question. Had you any reason to suppose such was the case?

Answer. I do not know that I had.

Question. Did you believe that that was the case?

Answer. I supposed so.

Question. Was it not your conviction at the time you sent this money that Mr. Seaman would derive any benefit from it?

Answer. I think, sir, I had no conviction of that kind.

Question. But still you believed that to be the case?

Answer. Any answer I could make to that would not be satisfactory. All of us had that general impression. We supposed there was to be some benefit derived, but we knew nothing about it.

Question, (by Mr. Covode.) Did the price you got for doing this work justify you in paying this large commission?

Answer. I think most of it would justify it; some would not.

Question. When you were doing this work, did you not feel that some portion of the pay you were entitled to was going to Mr. Seaman or his friends?

Answer. Possibly I did; I am not positive in my recollection on the subject.

Question. Had you any acquaintance with Mr. Gideon before your introduction in Mr. Megargee's store?

Answer. No, sir.

Question. When did you first make the acquaintance of Mr. Wendell?

Answer. I cannot state that truly. I think I first met him in Mr. Megargee's store, and was introduced to him as public printer.

Question. Was that before or after you commenced doing business for the government?

Answer. It was some time afterwards.

Question. Did you not, at one or two different occasions, hand drafts to S. J. Megargee to send to Washington, either to Mr. Wendell, or to Mr. Seaman, or to Mr. Gideon?

Answer. No, sir; I did not.

Question. You have no recollection, then, of having paid Mr. Megargee, or handed him money for that purpose?

Answer. No, sir.

Question. Have you ever heard of any gentleman engaged in your business, or of any paper contractor, who has either paid, or loaned, or given Mr. Seaman, or any other party for his benefit, any money or valuable consideration?

Answer. If I answer that question directly, I should say no. This thing is public talk, general talk, as plain as any such talk can indicate, that there are means given for such purposes.

Question. Have you ever heard of Mr. Duval, of Philadelphia, paying money for such purposes, either in the shape of loans or commissions?

Answer. I have heard that he did.

Question. Can you say who you heard so from?

Answer. I cannot at this time. It is one of those street talks that one cannot fix definitely.

Question. Have you heard of any paper contractor paying or loaning money for such purposes?

Answer. No, sir; I have not ,that I recollect.

Question. Do you know John Cassin, of Philadelphia?

Answer. I know him very well.

Question. Have you heard of his paying money or loaning money for such purposes?

Answer. I never have.

Question. Do you know whether Mr. Cassin and Mr. Seaman were particularly intimate?

Answer. Mr. Cassin has done considerable work for the government during Mr. Seaman's superintendency.

Question. Do you know whether Mr. Cassin is on intimate terms with S. J. Megargee?

Answer. I think not with Sylvester Megargee.

Question. Or with either of the Megargees?

Answer. I suppose Charles Megargee's house supplies his paper.

Question. Do you know of anything else, either in the business rela-

tions which you have sustained, or your firm have sustained, to the government through the office of the Superintendent of Public Printing, or in relation to the contracts or supplies on the part of any other party to the government, which it may be important for this committee to know in order to arrive at just conclusions in this investigation?

Answer. I am positive that I know of nothing else of importance on this subject.

Question. Your books show that in every instance in which you sent a commission to Mr. Gideon or Mr. Wendell you returned an amount equal to about ten per cent. on the whole amount to which the commission related.

Answer. No, sir, my books do not show that.

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Answer. In some cases they do.

Question. Why was that exact per centage paid as a general thing?

Answer. It was not paid as a general thing.

Question. Why did you send that per centage to these gentlemen as commission on these bills?

Answer. I suppose it was at the time required or expected from me.

Question. What reason had they to expect that particular sum or per centage of you?

Answer. I have no knowledge of what their mind was on that subject.

Question. Then you had some reason in your own mind for supposing that about that particular amount would be required or expected of you?

Answer. Yes, sir.

Question. Then can you tell us what induced you to think in this instance that that particular amount was the one you should send?

Answer. I think in that case I wrote to ascertain upon what conditions the commission would be executed.

Question. Had you any reason to suppose that any portion of this per centage was paid to Mr. Seaman, or to any other person for his benefit, in the city of Washington?

Answer. I had no knowledge of any such thing.

Question. Had you any reason to suppose such was the case?

Answer. I do not know that I had.

Question. Did you believe that that was the case?

Answer. I supposed so.

Question. Was it not your conviction at the time you sent this money that Mr. Seaman would derive any benefit from it?

Answer. I think, sir, I had no conviction of that kind.

Question. But still you believed that to be the case?

Answer. Any answer I could make to that would not be satisfactory. All of us had that general impression. We supposed there was to be some benefit derived, but we knew nothing about it.

Question, (by Mr. Covode.) Did the price you got for doing this work justify you in paying this large commission?

Answer. I think most of it would justify it; some would not.

Question. When you were doing this work, did you not feel that some portion of the pay you were entitled to was going to Mr. Seaman or his friends?

to his argument as having no analogy to the case at all; that whatever privileges employers might allow their workmen constituted no justification for such charges by the public printer against the government of the United States When a job of this kind was ordered, it was in the power of the employer to keep his types standing just as long as he pleased, and no journeyman had the right to interfere with it, and therefore the principle cited of the practice prevailing in some of the offices in the city of New York as regards the privileges extended by master printers to their employés had no bearing upon the rule of charges upon the part of the government printer.

Question. Then you regarded the charge of that large number of composition as erroneous and improper?

Answer. Yes, sir; I thought so on the same principle that for many years the public printer has not been allowed to charge for composition on documents ordered by the House and the Senate. That was done away with many years ago, probably twenty-five years or more.

Question. Do you recollect what these blanks were?

Answer. I do not, and I am very certain he did not name them. He explained to me by a general case the nature of his interrogatory.

Question. Do you recollect the number of compositions that he was disposed to charge?

Answer. It appears to me there were some twenty or thirty; I did not charge my memory with it particularly, but I think he stated there were some twenty or thirty, and some two or three hundred copies of each kind.

Question. What impression did that create upon your mind; that he was a faithful officer carefully guarding against improper charges on the treasury, or that he was rather inclined to lean against the treasury?

Answer. I did not view his interrogatory in any other light than as a course which ought to have guided any man in the highest discharge of his duty; I thought he asked my opinion with a view to be guided by my judgment, as I had had a good deal of experience in matters of that kind. I regarded it in that light, and I never thought of it afterwards until when I heard that such charges had been allowed by the Superintendent.

Question. Do you think it was right for the agent of the govern- to certify to such charges?

Answer. Speaking for myself, if I were the agent of the government, I certainly would not allow such charges; I think the spirit if not the letter of the law is certainly against it.

Question. Do you know of anything else connected with Mr. Seaman's accounts or conduct while in office which it is proper for this committee to know?

Answer. Nothing at all.

FRED. BOURQUIN sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In Camden, Pennsylvania.

Question. Were you lately in partnership with P. S. Duval, of Philadelphia?

Answer. My partnership with P. S. Duval commenced in 1852 and expired in 1857.

Question. Were you in partnership with P. S. Duval during the time the firm of P. S. Duval & Co. was doing work for the government under the superintendency of public printing of Mr. Seaman?

Answer. Yes, sir.

Question. Do you know about how much work was done for the government by that firm?

Answer. I could not tell to a certainty without reference to the books, but it was a considerable amount.

Question. It appears from the report of the Superintendent of Public Printing that during Mr. Seaman's superintendency you did work for the government to the amount of between $75,000 and $80,000; do you think that was about the amount?

Answer. I think so.

Question. When did you leave the firm of P. S. Duval & Co.?

Answer. The first day of January, 1857.

Question. How was the work you received from government procured?

Answer. That part of the business was more particularly in Mr. Duval's hands than in mine; but I know how he got it; it was through the medium of advertisements or of friends, who would send on word there that certain work was to be given out.

Question. Had you any agents in Washington or parties there to attend to your business for you?

Answer. There were gentlemen who attended to government business for us.

Question. Who, in the city of Washington, was in the habit of doing business for you or of sending you work?

Answer. There are some whose names I cannot now recollect.

Question. Did Mr. Cornelius Wendell ever do anything of that kind for you?

Answer. I have seen Mr. Wendell in our office.

Question. Did Mr. Gideon, of this city, ever attend to matters of that kind for you?

Answer. I have no recollection of the name.

Question. Have you any knowledge of the parties whose names you never ascertained?

Answer. I cannot say that I have.

Question. Who do you believe them to have been in the city of Washington, New York, Philadelphia, or other places?

Answer. There was a gentleman by the name of Connelly; I do not know him.

Question. Where does he reside?

Answer. In Philadelphia, I believe.

Question. Do you know his business?

Answer. I believe it is the liquor or wine business, but I am not positive.

Question. Does he now reside in Philadelphia?

Answer. I think he does.

Question. Do you know his place of business?

Answer. I believe it is in Dock street, or down somewhere in that neighborhood.

Question. What particular business did he do or attend to for your firm?

Answer. I cannot say positively what he did; he pretended to have influence in procuring work.

Question. What amount of commission did you pay him or other parties for such services?

Answer. Various amounts.

Question. Do you recollect about what general per centage you paid on your contracts?

Answer. From five to fifteen per cent.

Question. Do you know whether there was any agreement on the part of Mr. Duval to pay for getting this work?

Answer. The agreement was, that the amount of work would determine the amount of per centage.

Question. Do you know how much that per centage amounted to during your connexion with Mr. Duval?

Answer. I cannot state the amount.

Question. Was this sum always paid to Mr. Connelly, or sometimes to other parties?

Answer. For a certain length of time it was paid to Mr. Connelly.

Question. After that, to whom?

Answer. After that, and previous to the last year of my connexion with the firm, it was paid to some one whose name I never asked.

Question. But it was paid to some one?

Answer. It was paid to somebody.

Question. Have you any knowledge sufficient to enable you to form an opinion who it was?

Answer. I think we paid some moneys or some per centage to a man by the name of Cassin.

Question. John Cassin?

Answer. Yes, sir, I think that was the name; he had something to do with natural history.

Question. Was he an artist?

Answer. Yes, sir; I think he had something to do with the natural history.

Question. Do you know whether he drew the designs for natural history of some of the government works?

Answer. I do not know anything more than that we had some contracts through him.

Question. Where does he reside?

Answer. His place of business is corner of 11th and Chestnut streets; I think he resides there also, but I am not certain.

Question. Do you know whether Mr. Connelly was an acquaintance of Mr. Seaman's?

Answer. I would not like to testify from my own knowledge that he was.

Question. Did you ever hear him say that he was?

Answer. No, sir.

Question. How did he pretend to get this work for you?

Answer. I cannot say, because I do not know.

Question. Were those contracts made by yourself, or by Mr. Duval?

Answer. The contracts were made by Mr. Duval, in the name of the firm.

Question. Then he is better acquainted with these matters than you are?

Answer. Yes, sir.

Question. Did your firm ever pay any money to Cornelius Wendell, of this city.

Answer. I cannot testify in regard to that; there were moneys paid to somebody, but to whom I never informed myself.

Question. To some one in the city of Washington?

Answer. I presume so; I understood so.

Question. Was that an additional commission paid for work that Connelly or Cassin had procured, or was it for work procured by this party in Washington?

Answer. I think they were independent of each other; I think it was for other work than that procured by either Mr. Cassin or Connelly.

Question. Do you recollect for what particular work you paid this commission to Mr. Connelly?

Answer. I cannot say with certainty; there were so many works that we had, I could not say.

Question. Was it on the first contracts you had from the government, or the last?

Answer. Not the first or the last; on the intermediate contracts, to the best of my knowledge.

Question. To whom did you pay for the first contract?

Answer. That was to individuals in Washington.

Question. Do you recollect about what contracts you paid Mr. Cassin for?

Answer. For Lieutenant Gilliss' Report, I think.

Question. Was that among your earliest contracts with the government?

Answer. It was not the earliest.

Question. Do you recollect to whom you paid a commission on Lieutenant Gibbon's Report?

Answer. I do not.

Question. Who did you pay a commission to on the work done on the Japan Expedition?

Answer. I am not certain; I think to Mr. Connelly.

Question. To whom did you pay the commission for the work done on the Pacific Railroad Surveys?

Answer. Really I cannot be positive; it was either to Mr. Connelly or to some one here in Washington.

Question. Was there any account kept on the books of P. S. Duval & Co. of the amount of per centage paid for procuring these contracts?

Answer. I think not, so that it would appear distinctly.

Question. How did you show the amounts in order to balance the accounts?

Answer. I think the commissions were charged to general expenses of the printing account.

Question. Do the names of any of these agents appear on the books?

Answer. I think not.

Question. What book would give the most information on that subject?

Answer. I think the ledger.

Question. Would it not be necessary to refer to the original entries on the day-book or cash-book?

Answer. They might corroborate the entries on the ledger.

Question. Who has possession of these books now?

Answer. The firm of Duval & Sons, I suppose.

Question. Do you know whether any of these agents had any connexion with Mr. Seaman, the Superintendent of Public Printing?

Answer. To the best of my knowledge they had.

Question. What was the understanding of your firm when they paid this commission—that it was necessary, to get work?

Answer. Without paying the commission we could get no work.

Question. Was fifteen per cent. the highest amount of commission you ever agreed to pay?

Answer. I believe, for the last, we paid twenty per cent.

Question. Do you recollect who this last commission was to be paid to?

Answer. According to my recollection, the commission for the last work we did was to be paid to Mr. Seaman.

Question. Did Mr. Duval say that to you?

Answer. Mr. Duval said it must be paid to the Superintendent of Public Printing.

Question. Was Mr. Seaman Superintendent at that time?

Answer. He was.

Question. Do you recollect what work that was for?

Answer. I think it was for transfers from steel plates of various things.

Question. Do you know what work it was for?

Answer. I believe for the Pacific Railroad Report.

Question. What would be about the average per centage on the whole work you received from government paid for commissions?

Answer. I think perhaps it would average from eight to ten per cent. I merely give my supposition.

Question, (by Mr. Niblack.) What firm are you a member of now?

Answer. Of the firm of Fred. Boquin & Co. Mr. Smith is the company.

Question. Have you had any interest in any government work since you formed a partnership with Mr. Smith?

Answer. Not any.

Question. Have you ever bid for government work since that time?

Answer. Not any.

Question. Why have you not made bids?

Answer. Because we came to the determination that we would not pay a per centage. Upon that consideration we declared that we would not make any bids. My partner said he would not make himself a dabbler in it, and I said we would not. I have always been opposed to it.

Question. Who was that agent?

Answer. Mr. Gorman, formerly.

Question. During the period of Mr. Seaman's superintendency did Mr. Gorman act as your agent?

Answer. He did during a portion of it, though I do not know whether he did anything for us; as far as I recollect, we got no work.

Question. Who has been your agent since that time?

Answer. There has been a gentleman here who always pretended to be a friend of ours and to represent our interest; I do not know that he was exactly an agent.

Question. Who was that gentleman?

Answer. Mr. Wendell.

Question. Was there any one acting in that capacity other than Mr. Wendell?

Answer. No, sir.

Question. What per cent. did you pay Mr. Wendell?

Answer. We never made any contract with him; I did pay him some money.

Question. Do you know about what per cent.?

Answer. I never made any calculation; after I was through with all my work I gave him one of my bills.

Question. How large a bill?

Answer. It must have been somewhere in the neighborhood of $2,000.

Question. Had you any understanding that it was about a regular per cent.?

Answer. No, sir.

Question. What service did Mr. Wendell render you to entitle him to that amount of money?

Answer. I do not know whether he rendered any service.

Question. What was the understanding; why was it that you gave him that amount of money; was it for his influence with Mr. Seaman?

Answer. No, sir; Mr. Seaman's name was never mentioned; I think he represented that he had influence with the committee, or something of that kind.

Question. Did Mr. Wendell tell you he would use his influence to get this work?

Answer. No, sir; I cannot say that he did. He pretended to be a friend of ours. I presume that he represented to me that he knew every member of Congress, and such things as that. Afterwards, when money was tight, he helped us to get our money for our work by having it allowed by the proper committee when I could not get myself; which led me to believe that he had influence. I do not know what influence he had in securing contracts, but I know that we got work.

Question. Did you go on getting work at that time, with any understanding that you were to remunerate him for his attention?

Answer. There was no understanding between Mr. Wendell and myself that we were to give him ten per cent., or one per cent., or any other specific amount. He said he would look to our interest, and with that we were satisfied.

Question. And for the services he rendered you gave him one of the bills?

Answer. Yes, sir.

Question. Can you point to which bill you gave him?

Answer. No, sir; I cannot; I do not remember. It was one of the last bills, I think. I know it was after all our work had been completed.

Question. Most of this work was done under Mr. Seaman's superintendency, and you allege that Mr. Wendell's influence was with members of Congress and with the committee; now what influence did you need with members of Congress and the committee, when your contracts came directly from Mr. Seaman?

Answer. The way I understood it, and what I believed to be the law, was that the committees of Congress directed the Superintendent of Public Printing to make these contracts. The letters of the Superintendent awarding me contracts always stated that he was directed by the committee of the Senate, or the House, as the case might be, to contract with me for such and such work. If I ever received any contract from Mr. Seaman which was not made by the direction of the House and Senate, I am not aware of it.

Question, (by the Chairman.) When did you become acquainted with Mr. Wendell?

Answer. I have been acquainted with him for a number of years; I cannot say precisely how long. I was acquainted with him before I was with Mr. Seaman.

Question. Had he anything to do with your business here in Washington before Mr. Seaman came into office?

Answer. No, sir.

Question. What induced Mr. Wendell to superintend your business here?

Answer. I scarcely know what it was; we had been some time without work.

Question. You had been some time without work and you thought Mr. Wendell could secure work for you?

Answer. Yes, sir.

Question. Did he tell you he could?

Answer. He represented, as I stated before, that he had influence with the committee of the House.

Question. Then when you employed him you did it with reference to the influence he could exert to procure contracts for you?

Answer. Yes, sir.

Question. Did you agree to pay him anything whatever for the service he was to render?

Answer. No, sir.

Question. Was anything said at the time about compensation for his trouble?

Answer. No, sir, no more than this: he stated that he did not wish us to pay him ten per cent., or twenty per cent., or one per cent., or any per cent., but that anything that he could do for us he would do.

Question. And leave the amount to you?

Answer. I presume so; that was the understanding so far as I was concerned; what was his understanding I do not know.

Question. When he said he did not want you to pay him ten per cent., or twenty per cent., or one per cent., you understood that he was to have some compensation for his services?

Answer. Yes, sir.

Question. Did you know, at the time, that he was intimate with Mr. Seaman?

Answer. No, sir.

Question. You have stated that you gave him the bill for about $2,000; have you never given any other bill or money?

Answer. I do not know that I have. I do not remember that I have.

Question. Have you ever paid anything, directly or indirectly, to any person else in the city of Washington or Baltimore, or any other place, for such services during Mr. Seaman's superintendency?

Answer. No. sir.

Question. Have you not paid an amount equal to between five and ten per cent. on the aggregate amount of work you have done since you employed Mr. Wendell for the services he has performed, or during Mr. Seaman's superintendency?

Answer. I do not know the aggregate amount of work I have done during that period.

Question. Will you state what amount of work, in the aggregate, you have done for the government in the period between August, 1854, and the 1st of December, 1857?

Answer. The amount, as I add it up, is $55,064.

Question. Have you paid an amount equal to five per cent. upon that to Mr. Wendell?

Answer. Nothing like the amount.

Question. Do you not remember sending to Mr. Wendell an amount of money during the year 1854?

Answer. I do not.

Question. Do you think it possible that your brother could have sent to Mr. Wendell an amount of money without your knowledge?

Answer. I do not.

Question. Are you certain that you have not paid any further sums of money to Mr. Wendell, or to some other person, for services rendered in procuring work for you?

Answer. As I have said, I have paid Mr. Wendell a bill, but I do not think it was over $2,000. It may, perhaps, have been $2,500.

Question. Do you mean by the last bill that it was a bill certified by the present Superintendent?

Answer. I do not remember. It was about the time he came into office—probably it was General Bowman's bill. I know it was after all our work was finished.

Question. When you handed that bill to Mr. Wendell, it was, in your judgment, carrying out the understanding that you had when he first proposed to do business for you?

Answer. Yes, sir.

Question. Then you considered yourself that much his debtor.

Answer. Yes, sir.

Question. Why did you dismiss Mr. Gorman at the time you did lismiss him?

Answer. Mr. Gorman informed us he could be of no further service o us.

Question. Do you recollect about what time you made a change in our agents?

Answer. It must have been some time before these payments were nade.

Question. Then you employed Mr. Wendell some time in the year 854, did you not?

Answer. I have no recollection what time I employed Mr. Wendell.

Question. About what time, according to the best of your recollec- ion?

Answer. I think it must have been about 1855.

Question. You employed Mr. Wendell then after Mr. Gorman had nformed you that he could be of no service to you?

Answer. Yes, sir.

Question. Did Mr. Gorman tell you that he could do nothing with Mr. Seaman, owing to some difficulty between them?

Answer. That I do not recollect.

Question. What do you recollect of the conversation you had with Mr. Gorman at that time?

Answer. We had not had any work for some time, and I asked him why it was. He said he thought he could be of no further service to us.

Question. Did he suggest the employment of any other parties?

Answer. No, sir.

Question. Did any one else suggest the employment of any other party?

Answer. No, sir.

Question. Have you ever had anything to do with Mr. Gideon, of his city?

Answer. No, sir.

Question, (by Mr. Covode.) When did the first interview between ou and Mr. Wendell take place relative to his taking charge of your nterests here?

Answer. I do not know; I was led to believe from some one that Mr. Wendell was arranging these things.

Question. Did you come to Washington to see him?

Answer. I met him here; I do not think I came expressly for that urpose.

Question. Did he never tell you that he would look to your inter- sts with Mr. Seaman, or that he was intimate with Mr. Seaman?

Answer. No, sir; I recollect about that distinctly. He represented hat he had influence with Congress, and with the committees.

Question. Did Mr. Seaman ever tell you that you should not have nything to do with Mr. Gorman?

Answer. Yes, sir; Mr. Seaman told me that any one who ap- roached him through an agent—I do not think he mentioned Mr. Gorman's name—would never get any work from him.

Answer. No, sir; some years ago Mr. Gorman did some little business for me, or pretended to, but it never amounted to much. I generally attended to my own business personally.

Question. Have you always received the full amount of your contracts from the government?

Answer. Yes, sir, always.

Question. Have you ever paid or allowed any deductions on your bills to government, or any person representing the government?

Answer. No, sir, never.

Question. Have you ever paid any percentage to any person for representing you or acting for you in securing contracts from the government?

Answer. The only individual I ever allowed anything for securing contracts for me was Peter Gorman, and I found that he had no power or influence; I found that I could attend to my own business much better myself.

Question. When was that?

Answer. Before Mr. Seaman came in.

Question. Have you ever paid any per centage on the work you did for the government during Mr. Seaman's superintendency?

Answer. No per centage.

Question. Have you paid or loaned any money on it?

Answer. I have loaned money.

Question. Who have you loaned money to?

Answer. There have been some transactions of that description between Mr. Seaman and myself.

Question. Will you state what they are?

Answer. I find that I borrowed of him $100; then $400; and then $25. I find that I loaned him first $250; then $500; then $200; then $200; then $1,300; then $500; and then $1,100—making a difference between us of $3,445.

Question, (by Mr Harris.) Was that repaid you?

Answer. The $3,445 was not.

Question. Is it still due?

Answer. I have never asked for it.

Question. How long has it been due?

Answer. It has been going on since the first two years he was in office.

Question. When was the last loan?

Answer. December 29, 1854.

Question. You have never asked him for that difference?

Answer. I have not.

Question. Did you expect to be repaid when you loaned the money?

Answer. I did, most positively, or I never would have loaned the money.

Question. Then why have you not asked for it?

Answer. Because there was no earthly use in it. I asked him to loan me $600 once, and he would not do it.

Question. I observe in the book which you produce here, which I understand you to say contains a full record of your transactions with the government during Mr. Seaman's administration, that the

the entire sum $76,328 57. Are these all the amounts which you have received from the government during this period?

Answer. Yes, sir, so far as I know.

Question. I find from a careful report of the present Superintendent of Public Printing that you were charged with amounts paid by the government for this work $83,065 27, leaving a balance unexplained of $6,736 76.

Answer. It may be that there were sums paid in 1853 of which there is no account in this book. I am sure that I have received from the government the full amount of my bills.

Question. On the work you did on Sitgreaves' work you are charged by the government with $3,750, while your book shows you to have received only $2,750. Can you explain the difference of $1,000?

Answer. I think I received another $1,000 which is not on my books.

Question. For the work done by you on Marcy's report you are charged by the government, as appears by the Superintendent's report, with $6,350, while your book shows you to have received only $4,830, leaving a difference of about $1,420 in that item. In the Coast Survey report for 1853 you credit the government with $9,600; was that the whole amount you received from the government?

Answer. It is, so far as appears from my book. I think I only did the work for one House of Congress.

Question. Do you know who did it for the other House?

Answer. I do not.

Question. You are charged by the government with $19,100. Can you explain the discrepancy?

Answer. I must have done the work for both Houses. I did not set every thing down in my book. I have had no partner in my business, and I have not pretended to keep my book with exact accuracy, never supposing it would be called for for any such purpose as this.

Question. There is a credit on your book of $13,179 40 for work done on the Japan expedition; is that all you received on that work?

Answer So far as I know it is.

Question. You are charged by the government with $17,297 62 on that work, can you explain the difference?

Answer I can explain it in no way certainly, except by saying that I must have received an additional amount which I neglected to enter on my book.

Question. You have credited on your book the government with $6,910 for work done on the Pacific Railroad report for the House and with $9,283 for the Senate, making an aggregate of $16,193; is that all you have received from the government for work done on that report?

Answer. It is, so far as I now can tell.

Question. You are charged by the government with $17,388 36 for work done on that work; can you explain the difference?

Answer. The calculation from which that statement was made was made up from my recollection of the number of plates done on that report; I presume I must have done a larger number of plates.

Question. But your books show you to have received that amount, and you presume them to be correct?

Answer. No, sir; I cannot say they are correct. I merely kept them to refer to myself; I never supposed they would be called for for the purpose of any investigation; if I had I should have kept them differently.

Question. Will you be kind enough to tell the committee whether you have ever acted as agent for Mr. Seaman in New York?

Answer. I have never acted as agent for Mr. Seaman in New York; he once requested me to do so for the engraving to be done on the mechanical part of the Patent Office report. In the first place they were to have been done on stone; then they decided to have them done on wood. He asked me if I would not take control of the work and give it out to be engraved. I told him I would not touch it; that I would go round with him to see some of the engravers if he wished me to and get bids; but that if he wanted some one to take charge of the work, I had a clerk who was a good judge of engraving and a good judge of printing, who would take charge of it and give out the work. He employed Mr. Johnson, the clerk I mentioned, who gave out the work, sent the proof sheets to Mr. Seaman for approval, and took general charge of it, for which he was never paid one dollar. Mr. Seaman ought to have paid him for it but did not.

Question. Did you ever go to Mr. Orr's place of business in New York on that business?

Answer. Never, except with Mr. Seaman.

Question. Did you ever call on Henry Lawrence on that business?

Answer. I do not recollect; I may have called on him. When I went round with Mr. Seaman I called on a good many different engravers in New York.

Question. Did you ever say to Mr. Orr that you could or would get a certain amount of work for him on the mechanical part of the Patent Office report?

Answer. I do not think I ever said such a thing in my life. I have been to Mr. Orr's place of business and told him where he could get work, I have no doubt. I called there once with Mr. Seaman, but I had nothing to do with the giving out of any work for Mr. Seaman, and expressly refused to have anything to do with it.

Question. Did you ever say to any wood engraver in New York that you would get or could get a certain amount of government work if he would pay a commission on it?

Answer. Never in my life; never.

Question. Did you ever propose to any wood engraver to secure work from the government for him?

Answer. I never did.

Question. Do you know of any wood engraver, or any kind of engraver or lithographic printer, paying to Mr. Seaman or Mr. Wendell, of the city of Washington, or Mr. George S. Gideon, of Washington, or to any person either in the city of Washington, or Philadelphia, or New York, any sum of money, directly or indirectly, for a contract or contracts for engraving or any kind of lithographic printing?

Answer. I do not; it is out of my line of business.

uestion. Have you ever heard of any contractor who, during Mr. man's superintendency, has paid him money, or loaned him money, iven him money, or any valuable consideration, either directly or irectly?

nswer. No, sir; it has never come to my ears.

uestion. Did you have a conversation with Mr. Roberts, a wood raver in the city of New York, on the subject of work from the ernment?

nswer. I do not think I ever did.

uestion. Do you know Mr. Eichels, formerly a clerk in the house Campbell, Hall & Co., of New York?

nswer. Yes, sir.

uestion. Do you know whether he ever acted as agent for Mr. man?

nswer. No, sir, I do not.

uestion. Do you know whether Mr. Eichels ever made propositions ny engravers or lithographic printers to secure work for them from government for a per centage or commission?

nswer. No, sir; there was something said about a per centage; I not know anything positively about it myself.

uestion. Who said something about a per centage?

nswer. I do not know. I think it was somebody here in Wash-ton, but it was some years ago, and I could not state of whom I rd it.

uestion. Was it Mr. Wendell?

nswer. No, sir.

uestion. Was it George S. Gideon?

nswer. I do not think it was; but it has really gone from my d.

uestion. Was it Peter Gorman?

nswer. I do not know, and I could not be certain if you were to ie the person.

uestion. Did you ever hear Mr. Eichels say anything about it?

nswer. No, sir.

uestion, (by Mr. Harris.) Have you fully disclosed everything ain your knowledge connected with this investigation?

nswer. I do not think of anything that I have not disclosed.

uestion. Will you please state your opinion of the price you received work from the government during Mr. Seaman's superintendency?

nswer. It was no more than I would have charged parties outside the same work, and no more than I always charged the govern-t. It is a great deal less than a good deal of work done by parties New York or Philadelphia.

uestion. How would the prices paid for work during Mr. Seaman's erintendency compare with those paid previously, when the matter exclusively in the hands of committees?

nswer. They were about the same. There was very little differ-. In some instances I got higher prices for my work under the mittees than during Mr. Seaman's superintendency. I do not ik the work could be done for a less price and done well.

MONDAY MORNING, *February* 14, 1859.

JAMES C. MCGUIRE sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In Washington.

Question. What is your business?

Answer. I am an auctioneer, but I have been engaged in book-binding.

Question. Have you done any business for the government under the superintendency of Mr. Seaman?

Answer. I have.

Question. What was it?

Answer. I did all the binding of the extra documents ordered by the Senate during the 33d and 34th Congresses.

Question. Do you know the amount of work you did for the government?

Answer. I do not know; probably some two or three hundred thousand dollars; I merely guess at it.

Question. State whether you have ever paid, or loaned, or given, Mr. Seaman, during his superintendency, and during the existence of this contract of yours with the government, any money or other valuable consideration?

Answer. I have loaned him money frequently during that period of time.

Question. Have you ever given to Mr. Seaman, or to any one else for his benefit, or to any member of his family, any valuable consideration, or property, or money, to any considerable amount, during his superintendency?

Answer. Never to the amount of a cent, that I know of.

Question. Did you deed a certain house and lot in this city to Mr. Seaman or his family?

Answer. No, sir.

Question. Do you hold a certain trust property in this city in trust for Mr. Seaman or his family?

Answer. No, sir.

Question. Do you know anything about a title of a house and lot which he holds in the city of Washington?

Answer. Yes, sir.

Question. From whom did he purchase that property?

Answer. He purchased it from Joseph H. Bradley, as one of the trustees in a chancery proceeding.

Question. Do you know how he paid for it?

Answer. I loaned him the money to pay for it. I think it was about $4,600. I merely guess at it.

Question. Have you loaned any further sum than that to him?

Answer. I think I have. I think about $1,200 will cover it, and I consider that secured in that deed of trust; and I think I have loaned him some five or six hundred dollars besides the $1,200.

Question. Then, in addition to the $1,200, he owes you five or six hundred dollars more?

Answer. Yes, sir; it may have been a little more or less. It has been standing for some time—some three years, possibly.

Question. What object had you in accommodating Mr. Seaman with those sums of money at various times?

Answer. Really I cannot tell.

Question. Had you any object?

Answer. No especial object; only that he was a clever fellow and treated me kindly.

Question. Did Mr. Seaman ever give you any certificate or certificates for work done before the work had been completed?

Answer. Never in any case.

Question. Did Mr. Seaman ever make any deduction from the amount of your bills as rendered?

Answer. Never, not one cent.

Question. Did he, or any person in your office, charge you a commission for any service performed?

Answer. Never.

Question. Have you ever acted as an agent for either engraver, lithographer, or paper manufacturer, having contracts with the government outside of the city of Washington?

Answer. I cannot answer the question certainly. My recollection is that in one or two cases I have purchased bills which had been made out in the Superintendent's office—for instance, of John Cassin, and one or two other persons. The bills were brought to me certified, and I bought them.

Question. Then you have never acted as agent or commission merchant for any of these parties?

Answer. Never. I have collected their bills once or twice as an accommodation.

Question. Have you ever received any money from John Cassin, of Philadelphia, from Mr Sinclair, of Philadelphia, from Duval & Co, of Philadelphia, from Hoen & Co., of Baltimore, from Sarony, Major & Knapp, from John Ackerman, or any other lithographer or engraver in the city of New York, for Mr. Seaman?

Answer. Never to my recollection.

Question. Have you ever received any remittance from either of those houses to be handed over to other parties in the city of Washington?

Answer. I have no recollection of any—certainly not to be handed over to Mr. Seaman, but perhaps I may have done so to be handed to other parties.

Question. Have you ever recommended any lithographer or engraver in Philadelphia or New York to Mr. Seaman for employment?

Answer. I have no recollection of doing so. John Cassin and myself are intimate friends, and when he was applicant for work I may have spoken kindly of him.

Question. Did Mr. Cassin ask you to do so?

Answer. Not that I recollect; if it came in my way I have no doubt I spoke kindly of him, but I do not recollect that I did so.

Question. Do you know any instance in which Mr. Seaman, as Superintendent of Public Printing, received any money or other

valuable consideration, either directly or indirectly, from any contractor doing work for the government, or supplying material for the government?

Answer. I do not.

Question. Have you ever heard of an instance of that kind?

Answer. Oh, yes, many.

Question. Will you mention them?

Answer. I have no distinct recollection of them; I know nothing but from general rumor.

Question. Do you recollect a certain account for paper used by you while binder for the Senate, for waste leaves, which was settled by Mr. Seaman?

Answer. I do not recollect any particular account.

Question. Do you recollect of having settled any account of that kind with Mr. Seaman?

Answer. Yes, sir; many.

Question. State how they were settled?

Answer. They were settled by paying the money.

Question. Were the bills made out by you regularly, the money received, and receipts taken therefor?

Answer. Generally, but not always.

Question. Were you not in the habit of loaning to Mr. Seaman from time to time small sums of money, and of afterwards taking his receipt for that money upon the account of paper furnished for waste leaves, in gross?

Answer. No, sir. I think I may have done it in one or two instances. I may have paid four or five hundred dollars, and when the account was made out I paid the balance of it. I would give him a check for what I supposed to be due, but for no more.

Question. State whether you know anything of Mr. Seaman's accounts, his books, or his business conduct while in office, which it is proper and right for this committee to know in order to do justice in the case under consideration?

Answer. I know of nothing which would in any way enlighten this committee in reference to Mr. Seaman's accounts. I know nothing of his accounts with third parties.

Question. How much is he indebted to you now, taking into consideration the amount due upon the original purchase of that property, the amount expended upon the property, and the amount of other matters which you have standing against him?

Answer. I should think about $6,500, in the aggregate. It may be $7,000.

Question. Did Mr. Seaman ever complain of the work done by you for the government?

Answer. I never heard of any complaint made either by him or any one else.

Question. Did you ever have any difficulty in adjusting any of your accounts as sent into the office of Superintendent of Public Printing?

Answer. Never.

Question. How were the accounts made out?

Answer. They were made out in the Superintendent's office. I never made out any account against the government. My mode was a sim-

ple one. For instance, I will go down to the office and ask Dr. Quail for a certificate for such work as has been done. He makes out a certificate and hands it to Mr. Bowman, gets it signed, and then hands it to me.

Question. Was there any advance in the price of binding during the time for which you bound work for the government?

Answer. No, sir.

Question. Did you do any work for the department during Mr. Seaman's superintendency?

Answer. I think I did. I think I did the commercial statement once or twice.

Question. State whether you have not supplied blank books to the government under Mr. Seaman's superintendency?

Answer. Not that I know of.

Question. Have you ever done any binding of blank work for the department?

Answer. Yes, sir, a great deal.

Question. Since Mr. Seaman's superintendency?

Answer. No, sir, but before.

Question. I understand you to say that you do not know of Mr. Seaman's having received from any party, contractor with the government, either directly or indirectly, any money, or loan, or any valuable consideration whatever during his superintendency?

Answer. I say so distinctly.

Question. I understand you to say that you have not heard of any instance in which a particular individual has loaned or paid or given any money or other valuable consideration to Mr. Seaman?

Answer. Not from a party loaning or paying or giving.

Question. Have you heard any one say that any particular contractor has paid or loaned or given Mr. Seaman money during his contract or just before it?

Answer. I cannot answer; I do not recollect.

Question. Have you ever heard of any charge of that kind?

Answer. I have heard a thousand; but from whom, where or how, I cannot tell. I know nothing definitely about it.

Question. Explain, then, what you mean by saying you have not heard any such thing from the party himself?

Answer. Rumors are constantly floating in the streets about everybody connected with the government or who has work to give out.

JOHN H. HALL sworn:

[John H. Hall returned from his home in New York, and presented himself before the committee, and desired to make some explanation in relation to his testimony previously given, based upon the examination of his books at home, since his previous examination.]

Question, (by the Chairman.) Please state the explanation you desire to make in connexion with your books and your recent examination of the same?

Answer. The Chairman asked me on my former examination whether we had received a larger commission than six per cent. from Mr. Imley, to which I replied that we had not received six per cent.

The Chairman also asked me whether we had received from Mr. Imley one cent per pound upon 52-pound paper furnished by him to the government. My answer was that I believed we had not. I found upon conversation with my partner, Mr. Smith, that Mr. Imley did agree to allow one cent per pound on the 52-pound paper made by Mr. Imley. Mr. Smith informed me that that was to go to Mr. Wendell, but that Mr. Imley, for reasons which he states satisfactorily to himself, declined allowing us that in our final settlement with him, and that we did not receive it. The gross sum we received, being the gross amount sum I have stated in my former examination, was less than six per cent.

Question. How does the account appear charged in your books?

Answer. On May 31, 1856, on making up our account against Mr. Imley, we charged him one cent per pound on 8,440 reams of paper, amounting to $4,391 92. We also charged Mr. Imley commissions and guarantee on 54-pound and 52-pound paper manufactured by him and delivered to the government at six per cent., amounting to $9,786 96. On the 23d of July, 1856, we credited the deduction back to Mr. Imley of one cent per pound, and the difference of commissions in addition thereto, which would make the amount so credited back $5,177 88. In addition to that Messrs. John Campbell & Co. allowed $500. This matter of one cent per pound allowance I was not consulted upon, and did not understand.

Question. Did you understand from your partner that when Mr. Imley objected to the payment of that allowance of one cent per pound, that the amount had been arranged in some other way?

Answer. I was not present at the interview, and knew nothing about the conversation until it was stated to me on Saturday last.

Question. I understand you to say that Mr. Imley objected to the allowance of one cent per pound for reasons of his own, so you were informed by your partner, and that he had discharged the obligation in some other way, and that he had not paid that amount to Mr. Wendell?

Answer. I understood that he had not paid the amount to Mr. Wendell. Mr. Smith would have come on himself and personally made this explanation but for the illness of his father.

Question. Was the sum of sixteen cents per pound agreed to be paid for the 52-pound paper a fair price, or was it more than you could have purchased that paper for in market?

Answer. It was the ordinary price for that class of paper, but we, as commission merchants, could have bought it for less.

Question. Could it have been purchased for less in market?

Answer. Not by ordinary consumers.

Question. Could it have been secured by the government agents or others offering contracts for paper to any large amount?

Answer. Not unless they were prepared to pay cash directly upon delivery.

Question. Would your firm have contracted with the government at that time to deliver that class of paper for less than sixteen cents per pound?

Answer. No, sir; not and take the contingency of the appropriation bills.

Question. Could Mr. Imley afford to supply that paper and submit) a deduction of one cent per pound?

Answer. I think he could.

Question. In your entry of May 31 upon your books, how is the ıarge of one cent per pound entered?

Answer. "One cent per pound, as per agreement, on 8,440 reams : 52-pound paper sent to Washington January 1, 1856, 439,192 ounds, $4,391 92."

Question. Did you understand from your partner that that contract ad been made by Mr. Imley with Mr. Wendell at the time the con-act for the paper was taken, and hence the charge in your books in ıat way?

Answer. He did not state it in that way.

Question. Did you understand that there was an understanding at ıe time that contract for paper was taken by Mr. Imley that he was) pay one cent per pound to Mr. Wendell, and that that account, "as er agreement" on the books, referred to the contract between Mr. mley and Mr. Wendell?

Answer. I did not understand that the arrangement was direct be-ween Mr. Imley and Mr. Wendell, but it was the understanding of ıy partner that that amount was to be paid to Mr. Wendell.

Question, (by Mr. Covode.) Why was it that you charged Mr. mley that one cent per pound upon all that paper in addition to the egular commissions; was it because you expected your firm should ay it to Mr. Wendell?

Answer. That is the way I understand it.

Question, (by the Chairman.) Was that particular contract let nder advertisement, or by private agreement?

Answer. My recollection is, that it was not by advertisement; that ; was let some time after the regular bids were received.

COLUMBUS ALEXANDER sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In the city of Washington.

Question. What is your business?

Answer. I am a printer.

Question. Have you ever done any work for the government under Ir. Seaman's superintendency?

Answer. No, sir; but I made proposals to do some.

Question. State what you know about the accounts, the business onduct and transactions of the late Superintendent of Public Print-ng.

Answer. The first thing to which I would call the attention of the ommittee to is the printing act, which I ask leave to refer to. The ourth section of that act is as follows:

"*And be it further enacted*, That it shall be the duty of the said Superintendent of the Public Printing to advertise annually in one or nore newspapers of general circulation in the cities of Boston, New York, Philadelphia, Baltimore, Washington, New Orleans, Louis-ille, and Cincinnati, for the space of sixty days prior to the 1st o December, for sealed proposals to furnish the government of the

United States all paper which may be necessary for the execution of the public printing, of quality and in quantity to be specified in said advertisements from year to year," &c.

That provision of the law the Superintendent, in my view, failed to observe, or, in other words, violated, because, before the Committee on Printing in the other branch of the Capitol, before which I had Mr. Seaman arraigned, I put the question directly to Mr. Seaman, whether he had complied with that provision of the law, and he replied that he had not.

Question. Have you made proposals for printing to Mr. Seaman?

Answer. No, sir. The next matter to which I wish to call the attention of the committee grows out of a violation of the third part of the eighth section of the printing act. It provides that for press-work, folding and stitching 100 copies, per page, for quarto post, 20 cents shall be paid. It is within my knowledge that in all the accounts which I have seen of such work Mr. Seaman has allowed 40 cents for one page of press-work per 100 copies. The law also provides that for foolscap, and any larger size, 20 cents shall be paid. For that work also Mr. Seaman has invariably allowed 40 cents for every 100 copies of one page. In other words, he would allow two pages for one in every case.

The law also says: "But the following deductions shall be made from the press-work, folding, and stitching additional numbers to the number usually ordered by Congress, of matter included in the foregoing specifications, to wit: When the number ordered exceeds 5,000 and does not exceed 10,000, two per centum; when the number exceeds 10,000 and does not exceed 20,000, five per centum; when the number exceeds 20,000, forty per centum."

That applies expressly to congressional work. Now, the eleventh section of the same law says: "That the same prices shall be paid for printing for the executive departments that are paid for printing for Congress."

Now, that provision of the eighth section which requires a deduction to be made under certain circumstances has never been made applicable by Mr. Seaman to the executive departments in any one of the accounts I have seen. I state also another fact, that the great bulk of the printing of the executive departments is made up of quarto post circulars and foolscap circulars, of one page, and of larger sizes. And for those Mr. Seaman has invariably allowed forty cents instead of twenty cents per hundred copies.

Question. Do you know how that matter came to pass the Treasury Department without being detected?

Answer. I do not.

Question. Have they in the Treasury Department a practical printer to examine such accounts?

Answer. They had not then. The only practical printer I ever knew of being there was Mr. Claxton, and he was not there until some time after Mr. Seaman was Superintendent; and soon after he went there I heard of a good many accounts being suspended.

The next matter to which I wish to call the attention of the committee is a provision of an act making appropriations for the civil and

iplomatic expenses of the government for the year ending the 30th f June, 1856, and for other purposes, approved March 3, 1855. In hat act was a proviso directing that all blank books, binding and uling the same, for the several executive departments, should be rnished under the direction of the Superintendent of Public Printing. n reference to that matter I made a proposition to Mr. Seaman on he 19th of July, 1855. I had also a conversation with him about it a the Superintendent's office. I asked Mr. Seaman if he would ntertain a proposition which I desired to make, and which would save he government 33 per cent. upon all the binding which had been put nder his supervision by the proviso which I have read. He replied hat he could not decide then, but that he would have to consult thers first. I then asked him if I would give him evidence of a ertain party paying a large commission, what would be his course in eference to this binding? He replied that it would only be a matter or consideration; that I had had the work some time, and that I ught to give way and give other parties a chance to make some oney now. From the latter remark I saw his bent of mind, and I ddressed him the following letter. Some time after that I caused the etter to be published, and a short time after I heard of various bills eing suspended in the various departments. The letter is as follows:

"WASHINGTON, *September* 12, 1855.

"SIR: Since the conversation I had with you on the 19th of July, 855, in relation to the binding of the various executive departments, hich has been put under your 'direction and supervision' by a roviso' in the civil and diplomatic appropriation bill of last ses- on, and to be found in the United States Statutes at Large, Little, rown & Co.'s edition, 33d Congress, 2d session, page 653, I have ncluded to make you the following written proposition, in repetition the verbal one made on the date above mentioned, for the reasons erewith set forth.

"The binding having been taken out of the hands of the different ecretaries and chiefs of bureaus, (who were opposed to this spirit of onopoly that was contemplated to follow in its train by the proviso luded to,) and because it could not all be made to flow in the par- cular 'direction'—'*direction!*'—sought for by the united efforts a few interested individuals, the proviso was called into requisition accomplish what had failed to have been performed in another way. his proviso, you will recollect, was passed upon the very heel of the st moments of the late session of Congress, when its members had t the time and opportunity to discuss its merits and see its effect d bearing, or its object and purpose. Thus you will perceive what u are expected to perform under this color of a law by those who ught this change for their own aggrandizement.

"Permit me also to call your attention to the fact that the law crea- ng your office of 'Superintendent of Public Printing,' and pro- ding 'for executing the public printing and establishing the prices ereof, and for other purposes,' (passed 32d Congress, 1st session, apter 91, pages 30 to 35, inclusive, Little, Brown & Co.'s edition,) fines your duties, attaches penalties for any interest you may have

for the interest of the government or the interest of those who presumed, with so much certainty, as the face of the proviso shows, in my opinion, upon your co-operation, taken in connexion with all the facts in the case, of which I have reason to believe you are fully aware.

"I respectfully request that an answer to my proposition may be given at your earliest convenience. Should you not find it convenient to answer my proposition, I shall take occasion at an early day, after waiting due time for an answer, to notify the different Secretaries and chiefs of bureaus of my offer made to you, contained in the foregoing, and submit to them the question whether their respective departments are to be taxed to the excess of more than one-third of the amount the work can be done for, fully and equally as well executed, and to their entire satisfaction. I shall also submit a copy of the foregoing proposition (if not the letter itself) to the President of the United States, and be free to say to him that, if my suggestion be not adopted by you, and the course you are pursuing in regard to the binding up to 1st September, 1855, be not changed, either in the mode suggested or in the prices established by you, the inevitable tendency, in my opinion, must be a much larger deficiency in the appropriations for the fiscal year ending June 30, 1856, than were for the year ending June 30, 1855—amounting in the aggregate to $237,875—for matters that come under your 'direction' or 'supervision.'—(See law spassed 33d Congress, 2d session, chapter 175, pp. 665, 666, Little, Brown & Co.'s edition, for this assertion.)

"Respectfully submitted for your consideration and action by your humble servant,

"C. ALEXANDER.

"A. G. SEAMAN, Esq.,
"*Superintendent Public Printing.*"

"DECEMBER 6, 1855.

"I certify that on the 12th day of September, 1855, I delivered into the hands of Mr. Seaman, at his office in the Capitol, a letter addressed to him as Superintendent of the Public Printing, of which the foregoing is a true copy.

"H. S. BOWEN."

That letter was delivered to him, and he acknowledged the fact before the Senate committee which was examining into his case.

Question. Do you know whether Mr. Seaman allowed the public printer more than the law would allow for public printing?

Answer. I do.

Question. State how it was done?

Answer. I have already stated two or three instances. The only other instance which occurs to my mind is in reference to allowances for printed matter which was required to be bound for the executive departments. He allowed the public printer or binder 50 cents or 75 cents a quire for such work. If he allowed 50 cents a quire it would amount to $10 a ream, while the law only allows $2 if printed on one side, and $4 if printed on two sides. If he allowed 75 cents a quire it would amount to $15 a ream, instead of two and four dollars.

Question, (by Mr. Harris.) State any other facts within your knowledge.

Answer. I do not recollect anything further.

Question, (by the Chairman.) Have you ever heard of Mr. Seaman receiving any money or valuable consideration from any persons having contracts to do work or supply materials for the government during or under his superintendency?

Answer. I think I have.

Question. State the instances.

Answer. I have understood that Mr. McGuire purchased a house for Mr. Seaman, or made a present of it to him, in a roundabout kind of way, and took a lien upon it more as a cloak than anything else.

Question. That was the impression outside?

Answer. Yes, sir.

Question. Do you know anything about the facts of the case?

Answer. No, sir.

Question. Do you know of any loan, money, or other consideration given to Mr. Seaman, or for his benefit, by contractors.

Answer. I cannot recollect any at this moment.

Question. Do you know of anything else which it is important for this committee to know in connexion with Mr. Seaman's accounts, his books, or his business conduct while in office?

Answer. Nothing else personally.

CORNELIUS WENDELL sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In the city of Washington.

Question. What is your business?

Answer. I am a printer.

Question. Have you been engaged in doing the public printing for some years past?

Answer. I have.

Question. Will you state whether you are acquainted with A. G. Seaman, the late Superintendent of Public Printing?

Answer. Very well.

Question. Were you upon intimate terms with him during his superintendency?

Answer. Very.

Question. Will you please state what you know about the books and business conduct of Mr. Seaman?

Answer. Nothing at all about his books.

Question. Do you know anything about his business conduct, the manner in which he let contracts for printing, for paper, and other material and labor supplied for the government?

Answer. By advertisement, I always supposed.

Question. Do you know whether Mr. Seaman ever received, either directly or indirectly, any money, bonds, bills, notes, or other valuable consideration, or any property, from any party supplying paper to the government under his superintendency, or from any person doing work as lithographer or engraver for the government?

Answer. I do not.

Question. Have you ever received any money from parties supplying paper for the government, or doing work as lithographer, engraver, &c., either directly or indirectly, for the benefit of the late Superintendent, or any one else connected with him?

Answer. Never a dollar

Question. Have you ever made any contracts with parties supplying paper or doing work, engraving or lithographing, for any per centage upon the amount of paper to be supplied for the government, or for any per centage upon the work to be done by those parties for the government, going through Mr. Seaman's office?

The witness. Not desiring to conceal anything in relation to this matter, but taking the ground that the committee were appointed to investigate Mr. Seaman's accounts, I protest against the right of the committee to bring any private transactions of my own before them. If the committee deem that their jurisdiction extends over individual affairs of my own, and not having any connexion with Mr. Seaman's office or accounts, of course I shall feel compelled to answer. But I submit to the committee whether their power extends so far as to inquire into any arrangements of mine with A, B, and C, having no connexion with Mr. Seaman.

The committee considering that it was right and proper that they should press the question, Mr. Wendell yielded the point and answered.

Answer. I do not remember ever to have made contracts, but I have aided individuals in procuring contracts for a consideration.

Question. State whom you have aided in that way.

Answer. Sylvester J. Megargee, of Philadelphia, of the firm of Megargee Brothers; George H. Levis, of Philadelphia, of the firm of Charles Megargee & Co.; Mr. Major, of the firm of Sarony, Major, & Knapp; Mr. Duval, of the firm of Duval & Co.; Wagner & McGuigan, and other parties, whose names do not now occur to me.

Question. Did you do anything for Van Ingen & Snyder?

Answer. Yes, sir; I obtained for them the engraving of plates for the Patent Office Reports.

Question. Did you do anything for Sinclair & Co?

Answer. I think I did, and also for John Cassin.

Question. Did you do anything for A. Hoen & Co., of Baltimore?

Answer. I think I did some years ago, in one transaction.

Question. Had you anything to do with getting the contract for supplying the 52-pound paper in the name of William E. or William H. Imley in 1855?

Answer. I really do not remember; I may have done so; if my memory serves me correctly, he wanted to get his contract renewed, and I tried to get it renewed, but failed.

Question. Was there any contract between yourself and Imley as to a per centage or an amount to be deducted for each pound of 52-pound paper supplied to the government in 1855?

Answer. No, sir, there was not, to the best of my recollection.

Question. Do you know whether any one else used your name in making a contract with Mr. Imley to pay you one cent per pound for 52-pound paper supplied for the government?

Answer. I never heard of such a thing in my life. If my name was used it was used without my knowledge or consent.

Question. Have you ever had any conversation with Campbell, Hall & Co. upon that subject?

Answer. No, sir.

Question. Have you ever seen the entries of that subject on their books?

Answer. Never.

Question. Have you ever seen the entry in their books of the one cent per pound for paper supplied by Mr. Imley?

Answer. Never.

Question. Have you ever asked them to show you that account?

Answer. Never.

Question. Did you not know that one cent per pound for every pound of 52-pound paper was to be deducted from Mr. Imley's account and placed to your credit upon their books?

Answer. I have never heard of it only as you, Mr. Chairman, mentioned it to me.

Question. Did you know that one cent a pound was deducted on the books of Campbell, Hall & Co. from the paper supplied by Mr. Imley of the 52-pound class, and that the same was to be paid to you, or through you to some one else in the city of Washington?

Answer. No, sir, I did not.

Question, (by Mr. Harris.) Was there at any time any arrangement between yourself and any other person by which you received the amount of one cent per pound deduction from the 52-pound paper spoken of, or compromised that amount in any way?

Answer. Never.

Question, (by the Chairman.) Did not Mr. Seaman tell you that an arrangement of that kind had been made, and that the one cent per pound was to be paid to you?

Answer. Never.

Question. Did you ever have any conversation upon that subject with William E. Imley?

Answer. I think I did.

Question. State what it was.

Answer. My best recollection is, that he told me he desired a renewal of his contract; that he had paid, or was to pay, one cent per pound to somebody for getting it, and that he ought to have it renewed. That was some three years ago, and my recollection is faint as to the details of the conversation. There was never an intimation that it was to be paid to me.

Question. Did he state that one cent per pound was to be paid to a third party for Mr. Seaman's benefit, or directly to Mr. Seaman?

Answer. He did not.

Question. Did you make an effort to have that contract renewed?

Answer. I talked to Mr. Seaman about it when the bids came in. He said he could not afford it; that he could not stand on that bid. The idea was that there were other bids more favorable to the government.

Question. Do you know what was the price of that class of 52-pound paper in 1855?

Answer. I do not.

Question. Was it worth sixteen cents a pound in cash?

Answer. I should hate to give my judgment, I know so little about the market price of that style of paper.

Question. Did you keep accounts with those various contractors?

Answer. No, sir.

Question. Have you any notes, memoranda, or books, from which you can ascertain the amount received from those parties?

Answer. No, sir; I never made any entry of them.

Question. Do you know how much you received from Van Ingen & Snyder?

Answer. I cannot tell.

Question. Have you any idea of the amount?

Answer. If my recollection serves me right, it was twelve or fifteen hundred dollars.

Question. Did you ever receive or collect a bill for them for engraving the camel report by them?

Answer. I do not recollect the items; I was in the habit of collecting pretty much all their bills.

Question. Do you not recollect that you collected that bill and made no return whatever of the amount?

Answer. I do not.

Question. Do you not recollect that Van Ingen gave you that bill entire?

Answer. No, sir. He might have done so, and if he swears he did probably he is correct.

Question. Do you not recollect the amount which you deducted from the House bill for engraving by Van Ingen & Snyder, the balance of which account you remitted to Messrs. Van Ingen & Snyder by draft through S. J. Megargee?

Answer. I do not remember.

Question. Was it $500, or was it $2,000?

Answer. I do not remember; it might have been the one and it might have been the other.

Question. Was it not $1,600, precisely?

Answer. I do not remember. My transactions were very large in this way, and I have no recollection of the details. My transactions in all my business amounted to nearly a million of dollars a year, and I kept no entries. Gentlemen would come to me and ask my assistance. I would do what I could for them, make what I could out of it, pocket the affront, and use it as I pleased thereafter. If a gentleman offered me a thousand dollars to aid him, and I could do it in an honest way, I was willing to do it, and I was pretty successful in it too, sir.

Question. Do you recollect of having received $500, in addition to the sum already alluded to, from Van Ingen & Snyder, through the hands of S. J. Megargee?

Answer. I think I received it all through his hands.

Question. How much have you received from Sarony, Major & Knapp?

Answer. I cannot tell.

Question. About how much?

Answer. I should hate to guess. It might have been—well, it would be a rough guess—probably, in all my transactions with them, seven or eight thousand dollars. Perhaps more, perhaps less. I made a permanent arrangement with them, and we got up a regular establishment here. I was to get what contracts I could from the government for them; they were to bring their presses here, I was to furnish office room, and we were to divide the profits. We were not successful, however, and in eighteen months we broke up the establishment.

Question. How much did you derive from the transaction?

Answer. I do not think I derived much from it. It did not succeed, and they could do the work cheaper at home.

Question. Then you had a contract with them, and an interest in that transaction?

Answer. I had a verbal contract with them.

Question. What was that contract?

Answer. That we should open a large lithographic establishment; that I was to procure all the work I could of that kind from the government, and that we were to divide the profits.

Question. Are you indebted now to Sarony, Major & Knapp, growing out of that transaction?

Answer. I think not; I may owe them some money; but, if my memory serves me right, it is in the shape of an unsettled account.

Question. Have you ever stated the account between you and them to ascertain the balance?

Answer. Never.

Question. Has Major ever told you that certain moneys were due from you, but that as they did not need the amount they were willing to accommodate you with it?

Answer. Well, our mode of doing the business was this: I would obtain contracts for gentlemen, if I could, under a verbal stipulation that they should pay me what was right and fair. I do not know that I ever had a definite fixed price. I would attend to the business as well as I could, and upon the settlement of their accounts I collected the money; sometimes retaining the whole of it, they drawing upon me as they might want it. I remember an instance in which I retained $10,000, and had the use of it four or six months, and accepted drafts as they were drawn upon me for it.

Question. What case was that?

Answer. The case of John Cassin; and I owe him now, as I do the most of them. I am a borrower, generally.

Question. Do you know how much, or about how much, you have received from S. J. Megargee, of the firm of Megargee Brothers, of Philadelphia?

Answer. I do not.

Question. Was it something large or small?

Answer. I think I have received from them perhaps four or five thousand dollars.

Question. Have you ever received any money from them which was charged to Mr. Seaman's account?

Answer. I do not know that I have.

Question. Can you explain a check which was sent to you by Megargee Brothers, of $2,000?

Answer. I have no recollection of any particular check.

Question. Have you any recollection of receiving from them a check for $4,579 09?

Answer. I may have done so, but I have done such a heavy business with them that I do not recollect any particular amounts.

Question. Did you borrow that amount from Megargee Brothers in July last?

Answer. I may have done so. I am in the habit of borrowing money largely from that firm. They discount my notes frequently.

Question. Had you any order from A. G. Seaman, late Superintendent of Public Printing, to draw on Megargee Brothers for that amount last summer?

Answer. No, sir; not that I remember.

Question. Do you remember to have received a check for that amount with advices that it was charged to Mr. Seaman?

Answer. I do not.

Question. Have you any distinct recollection of a transaction of that kind, and for that money?

Answer. I never received that money, to the best of my recollection. In that case I think it was the proceeds of a note. They discounted my notes frequently.

Question. Did you draw on S. J. Megargee, or on Megargee Brothers, on the 24th of October, 1857, for $2,000, to be charged to Mr. Seaman?

Answer. I do not remember of doing so, but I may have done so. My transactions with that house were very large.

Question. Was there not a contract between Megargee Brothers, or S. J. Megargee, and yourself, that you were to receive 3½ per cent. upon the entire amount of paper furnished by them to the government?

Answer. No, sir; the amount was never specified, to the best of my recollection.

Question. Did not you specify the amount of a half commission, as it is called?

Answer. I do not remember of that word being used.

Question. Did you not receive that amount upon the entire amount of paper furnished to the government?

Answer. I do not think I have ever received as high as one per cent. I keep no accounts.

Question. Do you recollect the amount received from Sinclair & Co.?

Answer. I do not. That was some time since.

Question. Do you recollect the amount received from Duval & Co.?

Answer. It was very light, if anything. To the best of my recollection, I did not get anything. He was burned out, and I did my best as a matter of good feeling. I would state here that I never made any demand of these men; sometimes they would come up right and sometimes not.

frequently to be stopped for want of paper, and I was willing to work brown paper. That was in 1855. It was very bad paper. It was from the firm of Grant, Warren & Co. That was the most inferior paper we ever used.

Question. What was it worth per ream?

Answer. I think it was full twenty or twenty-five per cent. under price, and in my judgment it could have been bought for that in open market.

Question. What could it have been purchased for in open market per ream?

Answer. I think for from $5 to $5 20.

Question. Did you ever make complaint to Mr. Seaman or to Mr. Jewett, who then had that matter under his charge particularly, of the bad quality of the paper supplied?

Answer. I spoke to them about it occasionally.

Question. Do you know whether that paper of Grant, Warren & Co., which was first rejected, was afterwards received; or was it rejected and returned?

Answer. I do not know.

Question. Was that paper worked by the public press here?

Answer. Yes, sir, we worked some of that paper vastly inferior.

Question. Do you know of any paper having been sent back to the contractors under Mr. Seaman's superintendency?

Answer. I have frequently heard of it, but I knew nothing of it.

Question. Do you know whether any 45-pound paper was received in 1857, under the contract of S. J. Megargee, which was greatly inferior to the contract sample?

Answer. I have known lots of this paper which did not run up as well as it ought to.

Question. Do you not know that a large quantity of paper was received in 1857, under that contract, which was very greatly inferior to the usual paper supplied?

Answer. I would not use the terms "very greatly inferior," but it was inferior.

Question. What was the difference in the per centage between that paper and the contract sample?

Answer. It might have been from five to ten per cent. I have known paper rejected which ought to have been received, in my judgment; and I have known paper received which ought to have been rejected, in my judgment.

Question. Then can you tell us the reason why the paper thus rejected which ought to have been received was rejected, and why the paper thus received which ought to have been rejected was received?

Answer. I cannot.

Question Do you know any reason for it?

Answer. I do not. I have frequently insisted upon a different course from what was pursued. I remember one instance when I insisted upon receiving a lot of paper which Jewett insisted upon rejecting. The paper was as well up to sample as any which had been received, and we wanted it badly to keep the presses in operation. I never considered the gentlemen having charge of the receipt of paper as com-

petent judges, but it being their business to decide, I had no authority to overrule them.

Question. Could you give us the aggregate of the amount of per centage received by you from contractors, lithographers, and engravers, during Mr. Seaman's superintendency?

Answer. I could not.

Question. Would it amount to any considerable sum?

Answer. Yes, sir, a pretty handsome sum.

Question. About how much. Would it amount to $100,000?

Answer. Not quite.

Question. Does it amount to $50,000?

Answer. I think not.

Question. Would it amount to $25,000?

Answer. During the four years I hardly think it did. It might have amounted to $15,000 or $20,000; but whether it was three, or four, or five thousand dollars, more or less, I cannot say.

Question. Did you not receive as much as $15,000 and better from S. J. Megargee, or Megargee Brothers alone?

Answer. I think I did not; I can sware to that with a clear conscience.

Question. Did you not receive over $3,000 from Van Ingen & Snyder?

Answer. My memory is, that it was $1,500.

Question. Did you not receive over $7,600 from Sarony, Major & Knapp?

Answer. I might have done so.

Question. Did you not receive over $6,000 from Sinclair & Co.?

Answer. I think I did not.

Question. Can you give us some idea of how much you did receive from them?

Answer. I cannot tell. I do not think I ever received half that amount from Sinclair & Co., although I may have done so.

Question. Did you receive $1,800, or thereabouts, from A. Hoen & Co., of Baltimore?

Answer. I may have done so.

Question. Did you not receive an amount something over $6,000 from Duval & Co.?

Answer. I do not think I did. If my memory serves me right, I did not receive $600.

Question. Did you not receive from Wagner & McGuigan a large sum, over $5,000?

Answer. I do not think I ever received from them $2,000.

Question. Can you give us the amount you received from John Cassin?

Answer. I cannot.

Question. Was the amount great or small?

Answer. I think it was $5,000 or $6,000. My account with Cassin is still unsettled. I am owing him some money, but cannot say how much.

Question. Do you know, or have you heard from any reliable source,

ny particular instance of Mr. Seaman receiving any money from these ontractors, either directly or indirectly?

Answer. No, sir.

Question. Do you know whether he has been in the habit of borrowng money from those contractors?

Answer. I have heard that he was a large borrower.

Question. Have you ever heard from whom he borrowed particularly, nd the amounts?

Answer. Not particularly. He told me he had borrowed money of fr. Imley.

Question. Did he state the amount?

Answer. I think he said $6,000. I was short one day and wanted o borrow of him, and he told me he had himself been borrowing of mley.

Question. Do you know whether it was paid?

Answer. He said he paid it, and that is the only authority I have or knowing that he borrowed it.

Question. Do you know of his borrowing money of S. J. Megargee, f Philadelphia?

Answer. I have heard that he has.

Question. From whom?

Answer. From himself, I think, as well as from Megargee.

Question. Do you know whether he has borrowed money from the rm of Megargee Brothers?

Answer. I do not.

Question. Do you know whether he borrowed money of John Cas-in, of Philadelphia?

Answer. I do not.

Question. Do you know specially of any other persons having con-racts with the government from whom he has borrowed money?

Answer. Yes, sir; I think I was present once when he borrowed oney from Major—a small amount. He was in the habit of borrowng a great deal of money. I have known of his borrowing small sums f one or two hundred dollars at a time. I was not personally cogniant of his borrowing any very large sums.

Question. Do you know whether any or either of those engravers nd lithographers of whom you have spoken, and for whom you have one business, have been directed to engage your services by Mr. Seaan or by persons in his office?

Answer. I am not aware of it.

Question. Have you not been told by Mr. Sinclair, of the firm of inclair & Co., that he was directed to employ you?

Answer. I may have been, but I have no recollection of it.

Question. Do you not know that Mr. Imley was compelled to pay ne cent per pound on the paper supplied under his contract, amountng to nearly $5,000, to some party or parties in the city of Washgton?

Answer. I do not; I never heard that he paid it.

Question. Did not Mr. Seaman tell you that that arrangement or ontract had been made, and that that amount was to be deducted

from his bill upon the books of Campbell, Hall & Co., and credited to your account?

Answer. I do not think he did. I would state in reference to the matter of engraving, that my transactions in that matter were not with Mr. Seaman, but with the Committee on Engraving; what influence I exerted, if any, was with them.

Question, (by Mr. Harris.) Then Mr. Seaman owes you borrowed money at this time?

Answer. Mr. Seaman owes me some money now, some $6,000.

Question. Have you asked for its payment?

Answer. No, sir; I have it secured on property.

Question, (by the Chairman.) On what property?

Answer. I hold a chattel mortgage on the *Sunday Atlas*, of New York; when he went out of office he had no business; there was an opening there, and he wished to buy in, but had not the means of purchasing. I advanced my note, and when it became due I paid it, and took a chattel mortgage

Question. And you mean to avail yourself of that mortgage?

Answer. Certainly I do.

Question. Have you ever given Mr. Seaman any considerable sum of money?

Answer. No, sir; none except what I borrowed from him; it is due to Mr. Seaman that I should say that I borrowed largely of him; that he aided me in procuring loans; my business was entirely over and independent of Mr. Seaman; he could not add a dollar to me or take a dollar away; Congress has the fixing its own price for its own work.

Question, (by Mr. Harris.) Had Mr. Seaman any interest, either directly or indirectly, in the money received by you under the circumstances you have mentioned?

Answer. Not in the least.

Question. Did he ever receive a part or portion of that money?

Answer. Never a dollar of it. I have loaned him money in small sums, which he always returned; and when he went out of office I owed him about $3,000, which I paid him within a month afterwards.

Question, (by the Chairman.) Have you ever had a conversation with Mr. Darling relative to the paper of Grant, Warren & Co., furnished in 1854 and 1855?

Answer. I do not remember. I might, as he was receiving the paper.

Question. Did you ever tell Darling not to send any more of that paper to your establishment; that it was not fit to use?

Answer. I do not think I did.

Question. Did you ever tell him that that paper could be purchased for $4 50 per ream?

Answer. I do not think I did. I know it occurred to me that they had got the paper down twelve or fifteen per cent. below the contract sample. I thought they were cutting in pretty fat. I thought they were running in paper worth from $5 to $5 25 per ream.

Question. What becomes of the waste paper, the injured paper, the damp paper, about the establishment, and which is not fit to be used for printing from any cause whatever?

Answer. I sell it to Mr. Towers. He takes the waste leaves, trimmings, and all that kind of paper, at from one-half a cent per pound up to five cents per pound for finer trimmings from the executive binding.

Question. How much of this waste paper accumulates in your establishment per day?

Answer. I cannot say. When in full blast, there may be three or four loads a week. We put it up in sacks and it is bulky.

Question. What is the practice in the trade in regard to waste paper, cuttings, damp paper, paper that is injured and not used, or found unfit for use in wetting down, &c.; are they the perquisites of the printer?

Answer. They are generally the perquisites of the printer.

Question. Where does the paper come from, printed on one side frequently, which is now so generally used by grocers and other tradesmen in this city?

Answer. I presume it is obtained of Mr. Towers; he retails it out. When in full blast, with twenty-five or thirty presses at work, each press will waste in getting them to register, as we term it, five, eight, or ten sheets to a press. The waste perhaps will be four or five per cent., I suppose, in the lower room of my establishment. The average waste of my establishment is from one to one and a half per cent. of the entire amount of paper used. In the girls' room it may be about the same or larger. The usual rule of the profession is to allow the printer five per cent. for wastage.

Question. Do you know whether any paper has been received in your establishment directly from the contractors, without being inspected by any person in the Superintendent's office?

Answer. I do not; it might as well have been so.

Question. Do you mean by that that the duty of inspecting was not performed?

Answer. There was no person to inspect it who was a competent judge of paper. I did not think that competent men had charge of that duty.

Question. Do you know whether the wrappers or marks, especially those showing the weight of the paper, were torn off before it was delivered to your establishment?

Answer. I think not; I never knew of any such instances.

Question. Something has been said about paying for the entire edition of the Kansas report, the entire edition of which report it is said was not printed; do you know anything about that matter?

Answer. I have never known an instance in the office in which the entire edition ordered was not printed.

Question, (by Mr. Harris.) You get paid for what is ordered to be printed?

Answer. Certainly. In the Kansas case there was a majority and minority report. The gentlemen on the democratic side of the House did not want the extra copies ordered by the republican side, and the republican side did not care about the copies of the majority report. And there was an arrangement made to give the democrats double the number of their report, and to the other side double the number

of their report, making the printing the same thing in the end. It was an arrangement made by gentlemen themselves, each not wishing the report antagonistic to their respective sides.

As to the editions ordered, we always work them plump up. It would be too small a business not to do so. Frequently, however, in large editions we would run short. For instance, in a book making 50 signatures, of which 20,000 copies were ordered, we sometimes found in making them up that some of the signatures would run one or two hundred short; in which case, if the deficiency was too large, we would have to reset the deficient part. But in order to avoid that I put on generally enough paper to run well over. In other cases, my binder, who has the especial charge of that matter, would do the best he could. If it was a work which was of no great value and the deficiency was small, they would let the matter go, and they would be received as the full number. It would be a very small matter not worth troubling ourselves about. Certainly it would be too contemptible a business to try to make anything out of it, as it would involve only the matter of re-setting a few pages.

Question, (by the Chairman.) Were you ever allowed double price for printing circulars used in the executive departments?

Answer. Not that I am aware of?

Question. What did you usually receive for those circulars?

Answer. I cannot say.

Question. Does the committee understand you to say that neither Mr. Seaman nor any one else, for his benefit, received either directly or indirectly in the nature of a payment, a loan, or a present, any portion of, or interest in, the moneys received by you from the paper contractors, engravers, or lithographers?

Answer. Yes, sir; and I wish them to understand that very distinctly and emphatically.

Question. Had you any reason to believe when you made those contracts with lithographers and engravers to undertake to obtain contracts for them so far as you could, that they believed that any portion of that fund was for the benefit of Mr. Seaman or any one connected with him?

Answer. I had not.

Question. Had you any reason to believe that they supposed they were paying anything indirectly to Mr. Seaman?

Answer. I did not. About the engraving, I wish it distinctly understood, that whatever influence I had was with the Committee on Engraving; in reference to the paper, with Mr. Seaman.

Question. Do you know whether contracts for paper, lithographing, and engraving were given out by Mr. Seaman as Superintendent of Public Printing, after consulting with the committees, at a greater price than bids had been offered for the same work?

Answer. I know of contracts which were given out at larger prices than the bids were for.

Question. Do you know any reason for that course?

Answer. None other than a proper one: good men, good prices. That was the argument of the committees.

Question. Do you know of any party who for some time had been

ngaged in doing work for the government, who for some reason was ot favored in the office of the Superintendent and got no further work :om that department?

Answer. Mr. Ackerman, I think, complained to me that he could ot get any favors, which he thought his work entitled him to.

Question. Did you ever hear of any complaint from Mr. Graham, f this city?

Answer. I may have done so.

Question. Have you ever received anything from Mr. Seibert, of his city, for influencing contracts for him?

Answer. Yes, sir.

Question. State how much?

Answer. I cannot.

Question. About how much?

Answer. If my memory serves me right, I did not receive anything :om him for work obtained through Mr. Seaman's office. I think I btained him some work from the War Department; a large job I ad charge of for him.

Question. What was the job?

Answer. Maps for the Pacific Railroad reports; but I am not posi ve now.

Question Was that work not let by Mr. Seaman, either generally ithout advertisement or on bids under advertisements?

Answer. I think it was taken out of his hands, and the War De- ırtment exercised the control.

Question. Do you not know of a large contract given to Duval & o. directly by Mr. Seaman, without the interposition of the War epartment, or any committee on engraving whatever?

Answer. It may have been, but I do not personally know it.

Question. Then when you say that this work was generally let by e committees, you mean to say it was generally so, but that there ere exceptions to that rule?

Answer. If my memory serves me, when the committees went vay, and the maps were not ready, they gave discretionary power to e Superintendent of Public Printing during the recess.

Question, (by Mr. Covode.) We understand you to say then that ıatever influence you were able to exert, either with committees with Mr. Seaman, were entirely of a persuasive character?

Answer. Yes, sir; based upon men's capability of doing work, me enjoying a good reputation, and others not so good. I was xious, for two reasons, that the work should be placed in good hands; e was to make something out of it, and the other was to get the ırk promptly; for I had to get the work promptly to put into the oks, so that I could get my pay. Previous, however, to any propo- n for payment for my services I did take an interest in the matter, d exerted myself to have the work executed by good and prompt :n.

Question, (by the Chairman.) Do you know of any instance in which per has been charged by the Superintendent to you, and at the same ıe charged in his account for paper supplied the departments?

Answer. I do not.

C. WENDELL.

MONDAY EVENING, *February* 14, 1859.

JOHNSON K. ROGERS sworn.

Question, (by the Chairman.) Where do you reside?

Answer. In this city, at present.

Question. What is your business?

Answer. I am clerk of the Committee on Printing in the Senate.

Question. How long have you been such clerk?

Answer. Since January, 1856.

Question. Do you know anything about Mr. Seaman's accounts or business transactions which it is necessary and proper for this committee to know?

Answer. I know nothing about his accounts, except so far as they have been settled by the committee of which I am clerk. I know nothing about his accounts settled at the department. A portion of his account of waste leaves was settled by the committee; that was before the system in reference to furnishing waste leaves was changed.

Question. Do you know of any improprieties connected with the record of that committee?

Answer. I know nothing, except that Mr. Seaman suggested to me on one or two occasions to change certain phraseology in the record I kept of the proceedings of that committee.

Question. Has he ever asked you to make any material changes in the minutes of the record of the meetings of that committee, by which, in case any censure took place, it would fall upon the committee and not upon himself?

Answer. He asked me to make changes, and that would have been the effect of those changes. The changes he suggested would have changed somewhat the effect of the orders of the committee.

Question. Can you state the nature of any of those changes which he suggested?

Answer. I cannot; they were very trifling in their nature. I think he suggested on one occasion that it was useless to be so particular in keeping the records. I remarked to him that I had perceived that difficulties occurred between him and the committee, and that they all originated from the fact of there not being a record; that they understood orders in different ways, and I was not disposed to be placed in such a condition; that I intended to keep a correct record.

Question. You say these alterations were slight; yet, in fact, their bearing had an important influence upon the orders of the committee?

Answer. I cannot say as to that, but my impression is, that they would have had that effect.

Question. Can you give us an instance?

Answer. I cannot state any particular instance. It was soon after I had been appointed to that position; I was new in the business, and therefore I preferred to go to the chairman for any instructions I might want.

Question How has the engraving and lithographing for the Senate generally been given out?

Answer. From the time I came into that office, or soon thereafter,

it has been given out to the lowest practical bidder. The Superintendent was instructed to advertise for bids.

Question. Were those bids brought before and submitted to the committee?

Answer. Yes, when they were in session.

Question. When not in session how was it done?

Answer. They were opened by the Superintendent of Public Printing; I think, perhaps, in the presence of the Clerk of the House of Representatives, and perhaps the Secretary of the Senate. That was, however, in regard to bids for paper, and it was done in pursuance of a joint resolution adopted by the Joint Committee on Printing.

Question. Had the Superintendent of Public Printing any discretion in giving out contracts for engraving and lithographing?

Answer. The only discretion he had was confined to the rules adopted by the Joint Committee on Printing.

Question. During the recess of Congress, and when the committee was not in session, was there much engraving and lithographing to be let or contracted for?

Answer. None but what he was authorized to make a contract for.

Question. Then during vacation those contracts were made entirely by the Superintendent of Public Printing?

Answer. Yes, sir.

Question. Do you know of any instance in which the engraving or lithographing were given out to parties who were not, in fact, the lowest bidders?

Answer. I do not.

Question. Did you pay much attention to the matter of contracts for engraving and lithographing?

Answer. I did when that matter was brought up for consideration.

Question. But after the committee had directed it you gave the contracts no consideration?

Answer. That was a matter belonging exclusively to the superintendent.

Question. What portion of the public engraving and lithographing was given out directly by the committee during the session, and what by the Superintendent during the vacation?

Answer. I cannot state precisely what proportion. Everything which was ready before the adjournment was given out by the committees.

Question. Do you know of any instance in which the bids of engravers and lithographers were withdrawn from the committee, after they had been submitted, under any pretence of error or mistake?

Answer. I do not know of any such instance.

Question. Do you know anything which it is necessary and important for this committee to know about Mr. Seaman's books or his business transactions besides what you have related?

Answer. I know nothing about his books.

Question. Do you know anything about his business conduct or transactions?

Answer. I do not.

Question. Have you ever heard of his receiving money, either directly or indirectly, from any contractor of work for the government?

Answer. I have not.

Question, (by Mr. Harris.) Did he ever offer you any consideration to induce you to change those records?

Answer. No, sir; I do not know that he did. Mr. Seaman came in the office, on one occasion, where I was alone. He said to me he wished to have a conversation with me. I said certainly. Said he, "I wish to make a friend of you." I said to him that I wished to be a friend of every gentleman, upon honest and correct principles. He replied: "I wish to make a friend in court; I have a great many enemies outside, and it is important for me to know everything which occurs in this committee." I replied: "Sir, within the records you can always know; anything outside of the records, which may take place here in the shape of verbal conversation, you cannot know from me." He replied that he did not wish me to do anything which was improper. I replied that if he did not wish me to do anything improper, he had better stop the conversation where it was. There the matter dropped.

Question, (by the Chairman.) Was it your impression that he was disposed to offer you a consideration?

Answer. I do not know what his object was.

Question. What did you think his object was?

Answer. I do not know whether his object was to offer me anything or not. It occurred to me that such might be the case, and I thought the best way was to cut the conversation short. The matter made such an impression on my mind that I reported it to the chairman of the committee. I told Mr. Seaman that I had been placed in my position by the chairman of the committee in consequence of the confidence he had in me, and that I would be a great rascal if I communicated to him anything which I ought not to.

SELMAR SEIBERT sworn.

Question, (by the Chairman.) What is your business?

Answer. I am an engraver and printer.

Question. Where do you reside?

Answer. In Washington.

Question. Have you been doing much work for the Superintendent of Public Printing?

Answer. I have done some fourteen or fifteen charts for the Japan Expedition.

Question. How much work have you probably done for the government during Mr. Seaman's superintendency?

Answer. Probably some $20,000 worth.

Question. What was that work upon?

Answer. It was for Perry's Japan Expedition, $6,312; for nine engravings for the natural history of the Pacific Railroad report, and 49 plates at $45 each, $2,570; I printed for Major Emory's report 46 plates for the first volume, at 65 cents per hundred; there were about 86,000 copies of each plate, printed, amounting to $2,871 70.

Question. What was the whole amount of the work you did for the Pacific Railroad report?

Answer. The whole contract was for $44,100.

Question. What additional sum have you received for work on the second volume of Emory's report?

Answer. I cannot give the whole amount received.

Question. There appears to be a difference between your accounts and the accounts on the books of the Superintendent of Public Printing, for work done on the Japan Expedition, of $648; how do you account for that difference?

Answer. You will find the contracts on file; my accounts are kept in a very confused way; I was always very busy, and sometimes very tired and had not much time to keep my books.

Question. I see in this account of the work upon the plates for the natural history for the railroad surveys there is a balance of $135 credited to the account to square that amount, and it does not appear upon your books to have been received from the treasury; what does that mean?

Answer. I do not know; I did not keep the books myself.

Question. Then instead of doing $20,000 worth of work for the government under Mr. Seaman's superintendency, you have done a very much larger amount of work?

Answer. Yes, sir, I believe I have; part of it I got paid for under Mr. Seaman, and part under Mr. Bowman.

Question. You are doing work now, are you?

Answer. Yes, sir; upon the Pacific Railroad report.

Question. What volume?

Answer. I do not know; they were maps.

Question. Instead of doing work to the amount of $20,000 upon contracts, as shown in the report of the Superintendent of Public Printing, during Mr. Seaman's term—of course embracing contracts not yet finished, but made then—amount to $68,777 44; do you think you have done so much work as that?

Answer. I think I have up to this time.

Question. Now tell the committee how you procured this work from the Superintendent of Public Printing?

Answer. I think I got it as the lowest bidder.

Question. Did you bid for all the work you got?

Answer. Yes, sir.

Question. Had you no agent to assist you?

Answer. No, sir.

Question. Did you employ any one to aid you in getting contracts?

Answer. No, sir.

Question. Have you paid C. Wendell money for assistance?

Answer. Not for assistance in getting contracts, but for money advanced to me.

Question. When did Mr. Wendell first loan you money?

Answer. It was when I first commenced doing work here.

Question. Did you commence business on government patronage?

Answer. I was twelve years in the Coast Survey office in the employ

of the government engraving maps for the Coast Survey reports; I was brought over from Europe for that purpose.

Question. How long have you been in this business for yourself?

Answer It is about four years.

Question. Then it was about a year after Mr. Seaman came into office?

Answer. About that time; I think he was in office when I left the Coast Survey office?

Question. Had you any conversation with Mr. Seaman about starting an office here?

Answer. Not that I remember.

Question. Did he not advise you to start an office?

Answer. No, sir.

Question. Have you ever loaned him any money?

Answer. Never.

Question. Have you ever paid Mr. Seaman, directly or indirectly, or to any one else believing that Mr. Seaman was interested in it, any valuable consideration or money for giving you work?

Answer. Never.

Question. You are certain you have paid no consideration to Mr. Wendell for getting those contracts?

Answer. I am.

Question. Did you ever ask Mr. Wendell to assist you in getting contracts?

Answer. Never.

Question. Have you ever paid to any party else in the city of Washington any money for getting contracts?

Answer. No, sir.

Question. Are you doing work for the Superintendent's office now?

Answer. Yes, sir.

Question. How do the rates now paid for work compare with those paid under Mr. Seaman's superintendency?

Answer. I have had only one small contract yet from Mr. Bowman, for lithographing the maps.

Question. How does the price paid by Mr. Bowman compare with that paid by Mr. Seaman?

Answer. I think I get now very good prices.

Question. Higher or lower than that paid by Mr. Seaman?

Answer. It is difficult to say, because the work I am now doing is not very fine work.

Question. You can tell, can you not, in comparing the same work, whether the prices paid now by the present Superintendent on his contracts are higher or lower than those paid under Mr. Seaman's superintendency?

Answer. I believe they are about the same. The prices I received were generally very low under Mr. Seaman. For such quarto plates as I engraved for $45 they paid $70 for the Mexican Boundary Survey report.

Question. What kind of engraving was that; on stone?

Answer. No, sir; on copper. I know parties in New York who engraved for the Japan Expedition for ten thousand dollars what I

did for six thousand and some odd hundred dollars; so I have some reason to believe I get my work as the lowest bidder.

Question. Have you had any particular intimacy with Mr. Seaman?

Answer. No, sir.

Question. Have you been intimate with Mr. Wendell?

Answer. No, sir, no further than that he has been friendly to me, and I have asked him if he knew anybody to help me along.

Question. Have you paid Mr. Wendell anything for getting contracts for you?

Answer. Not for getting contracts.

Question. What have you paid Mr. Wendell for getting?

Answer. I paid him interest for the money he loaned me. I paid him nothing but borrowed money and interest.

Question. Are you perfectly certain you have not paid Mr. Wendell anything except in that way?

Answer. I am.

Question. Have you ever known of contractors for lithographing or engraving paying anything for contracts in Washington?

Answer. No, sir.

Question. Have you ever heard of any one paying Mr. Seaman or any one connected with his office for contracts?

Answer. I have not.

TUESDAY, *February* 15, 1859.

JAMES S. FENDON sworn:

Question, (By the Chairman.) Where do you reside?

Answer. In Camden, New Jersey.

Question. What is your business?

Answer. Book-keeper.

Question. Were you employed by Sinclair & Co. for some time as book-keeper?

Answer. I was with that firm eight years.

Question. Were the books generally kept by you?

Answer. Yes, sir.

Question. Were they always kept by you?

Answer. They had no book-keeper before I went there.

Question. Did Mr. Sinclair or any partner of that firm indicate to you the nature of any of the entries made by you in the books?

Answer. No, sir.

Question. How were the accounts between the late Superintendent, or of the government through him, and Sinclair & Co. kept?

Answer. They were kept in the usual way?

Question. Did you charge the government with each lot of printings or engravings sent?

Answer. Yes, sir.

Question. Then, when a certain amount of work was finished, did you send on for your certificate?

Answer. Yes, sir.

Question. And the amount received in the certificate was entered to the credit of the government?

Answer. Yes, sir.

Question. State to the committee whether any portion or any per centage of the certificates were deducted in the city of Washington, or Philadelphia, or any other place, by parties connected with the public printing, or interested in Sinclair & Co. as agents, factors, or brokers?

Answer. With an exception of what Mr. Sinclair collected himself, most of the collections were made by Mr. Gideon. In many instances, where he could not get the money here readily from the government, and Mr. Sinclair would be hard pushed, he would go to Mr. Gideon, and get a draft from him until such time as he could complete certain portions of work, so that he could get money from the government. He would then collect the bills and pay himself.

Question. Who acted as agent of Sinclair & Co. in Washington?

Answer. Mr. Gideon was the only person.

Question. Did Mr. Wendell also act as agent?

Answer. No, sir.

Question. Do you recollect whether Sinclair & Co. paid a per centage, or anything in the way of commission, for getting their contracts from the government, to either Mr. Gideon, Mr. Wendell, or Mr. Seaman?

Answer. No, sir.

Question. Do you know whether any deductions upon their books were meant for such expenses, and charged to labor account, or any other account?

Answer. In no shape that I recollect of. I generally charged to discount account any money that was drawn through Mr. Gideon.

Question. What did that discount amount to?

Answer. I think he used to pay him $60 upon $1,000, for a note.

Question. For how many days?

Answer. Sometimes for thirty days, and sometimes he would get the money soon after giving the note.

Question. Do you not recollect that you remitted checks from the house of Sinclair & Co. to Mr. Gideon, or to Mr. Wendell, for their services, independent of any interest or deduction of that character?

Answer. I do not think Mr. Wendell had anything to do with them.

Question. Do you recollect anything of that kind with Mr. Gideon?

Answer. There was nothing paid to him in the shape of commissions that I know of. Whatever was remitted to him was merely for the accommodation.

Question. Do you know that fact?

Answer. I do, most positively.

Question. Do you know that no sum of money was paid by Sinclair & Co. for commissions?

Answer. I am not aware of any.

Question. I want to know whether you know?

Answer. I have mentioned the only commissions I know of.

Question. Has not Sinclair told you, as his book-keeper, to draw drafts or checks and send them to Mr. Gideon for commissions for getting contracts?

Answer. No, sir.

Question. Has he not directed you to make entries in the books to

expense account, or labor account, or to some other account of that character, for commissions paid for those contracts.

Answer. No, sir.

Question. Have you had any conversation with any one about what you should testify here?

Answer. I saw Mr. Sinclair about ten minutes before I came on here, but had no conversation with him about that matter.

Question. What occurred when you saw Mr. Sinclair?

Answer. I told him you had sent for his books. He replied "Yes." Said I, "Was there anything wrong about them?" He said there was an entry—mentioning some entry in the books—upon which you wanted information. He said he would show it to me. I told him I had no time, but I would know all about it when I got here.

Question. Did he tell you what he swore to?

Answer. No, sir.

Question. Was any other person present during that interview?

Answer. No, sir; it was in his own office.

Question. Do you know of any engraver or lithographer in Philadelphia or any other place, who has paid for any engraving or lithographic contract for the government?

Answer. I do not know of any. I think I heard Bourquin state that Mr. Duval had done so.

Question. Do you know of any other case?

Answer. No, sir.

Question. Did you ever, while in his employ, have any conversation upon that subject with him?

Answer. Never.

Question. You stated a moment ago, in your examination, that you were perfectly certain that no sum of money had been sent to Cornelius Wendell?

Answer. So far as my recollection goes.

Question. In the books of Sinclair & Co. there is the following entry made in your handwriting: "Paid C. Wendell commission on account of cow bill, $1,057 60;" do you recollect anything about that matter?

Answer. No, sir.

Question. There is a further entry: "Paid C. Wendell allowance on account of bill for Japan expedition ten per cent" Do you remember anything about that matter?

Answer. No, sir.

Question. There is on the same page a similar entry of 25 per cent. having been previously written and erased, and then the sum of $294 72 is added, and below is written: "Received of C. Wendell cash for draft as above, $843." Beneath is written "25 per cent.," and with an extension of $2,017 50; and then is written "credited in full to the United States for cow plates, $2,576." Do you recollect anything about those matters?

Answer. No, sir.

Question. Then you do not recollect?

Answer. My memory is not very good; I do not recollect; if I did, I would of course testify.

Question. If you made the entries of your own volition and knowledge of the books, without any instructions from Mr. Sinclair, how did you come to make that entry?

Answer. I do not recollect that I ever made such an entry. The account is partly in the handwriting of young Sinclair, who succeeded me.

Question, (by Mr. Covode.) You stated at the commencement that you kept the entire accounts?

Answer. I did until I gave them over to the son of Mr. Sinclair.

Question, (by the Chairman.) When did you give them over to the son?

Answer. In September or October, 1857. I gave them over fully to him just about a year ago this time.

Question. Had you charge of the books entirely in 1856?

Answer. Yes, sir.

Question. Did you make the entries in connexion with those plates?

Answer. Yes, sir.

Question. Then any entry in reference to the cow bill was made in your handwriting?

Answer. It was.

Question. Then this entry, which expressly says "paid C. Wendell commissions, on account of cow bill, $1,057 60," must have been made in your handwriting?

Answer. Most likely.

Question. Do you know how it was that 25 per cent. was deducted by C. Wendell out of any bills sent?

Answer. I do not. I do not recollect of any such amount being paid or charged?

Question. Do you recollect of having any conversation with Mr. Sinclair upon the subject of such a discount?

Answer. No, sir.

Question. Then how did you come to make such an entry upon the books of Sinclair & Co.?

Answer. I cannot tell.

Question. Do you recollect what the cow bill amounted to?

Answer. I think it was $11,520. It was charged at the rate of $50 a thousand sheets.

Question. Do you recollect how many there were?

Answer. There generally were of such work 11,520 copies for the Senate, and 12,400 for the House.

Question, (by Mr. Covode.) I discover in that account many alterations and interlineations. Were those made by you or by some other persons?

Answer. They were made by me, and they arose from the difficulty I had in getting the net amount of work from the House and Senate. The two accounts had first to be kept separate, and then I had to run them all together. Sometimes we got the money from the Senate quicker then we did from the House.

Question. I ask you whether some of those alterations were not made in order to make the book balance?

Answer. No, sir; I recollect of two pencilings in one account made in order to balance that account, for I could not balance it.

Question. Do you mean to say that you did not fully comprehend that account?

Answer. I did not understand it.

Question. Can you give us any satisfactory reason why it was that in the accounts in your books against the government there were so many alterations, while other accounts in the same book appear to be perfectly plain?

Answer. I cannot.

Question, (by the Chairman.) Do you know whether the amounts charged in the books of Sinclair & Co. to the government were always received in full by Sinclair & Co. from the government?

Answer. Yes, sir; that is, so far as I know.

Question. Do you know whether Sinclair & Co. ever received more than their bills amounted to?

Answer. No, sir.

Question. Was the whole amount of work done by Sinclair & Co. for the government charged in the books kept by you?

Answer. Yes, sir.

Question. And when you received money from the government you credited the government with the amount received?

Answer. I did.

Question. Then you are certain you did not receive more from the government than the books showed was due from the government?

Answer. I am not aware that anything was received as overplus.

Question. Do you know that, during the time you were book-keeper for Sinclair & Co., amounts of money were sent by them to both C. Wendell, of this city, and George S. Gideon, as commission for services, independent of discounts?

Answer. I am not aware of any such occurrence.

Question. Do you recollect the per centage paid to Wendell on the work done on the Pacific Railroad report?

Answer. No, sir.

Question. Do you know the per centage paid to Wendell on the work done on the Japan Expedition?

Answer. No, sir.

Question. Do you recollect of having made an entry upon your books allowing to Mr. Wendell ten per cent. on the bill of work on the Japan Expedition?

Answer. I do not.

HORATIO C. HOWARD sworn:

Question, (by the Chairman.) Have you had any conversation with any one in relation to the testimony which you are to give to-day?

Answer. Yes, sir.

Question. With whom?

Answer. With Mr. Bourquin.

Question. Have you had any conversation with Mr. Duval?

Answer. Yes, sir.

Question. Please state the conversation you had with Mr. Duval.

Answer. I do not know as I can do that exactly. I had a conversation with him yesterday. He told me that he had stated before the committee that the books of the firm of P. S. Duval & Co. had been destroyed by fire, and that he was not aware that certain books to which I referred had been saved. I told him I knew some of the books had been destroyed by fire, but that others had been saved; that the most important books, excepting one book of original entries which has not been found or seen since the fire, were saved.

Question. Was that book of importance?

Answer. It was an important book.

Question. Of what date was it?

Answer. Its entries ran through 1854 and 1855.

Question. Had you any further conversation with him upon the subject?

Answer. He also stated that Mr. Seaman's affairs were brought forward before the committee, and that he had stated that no money had been paid to Mr. Seaman.

Question, (by Mr. Harris.) Did he make any suggestion to you in relation to your testimony, or caution you about what you would testify?

Answer. No, sir.

Question. Did the conversation stop there?

Answer. So far as that matter is concerned it did.

Question. Had you made any postings from that book which you say was lost?

Answer. Yes, sir.

Question. Was the book into which you made those postings saved?

Answer. Yes, sir.

Question. Have those books been brought before the committee?

Answer. No, sir.

Question. Then you say that the entries in the original book which was lost have been posted, and that book is in the possession of the firm of Duval & Co.?

Answer. Yes, sir.

Question. What is that book?

Answer. It is one of the ledgers of Duval & Co.

Question. Had you any conversation at any time, after that fire, with Mr. Bourquin?

Answer. Yes, sir.

Question. Did you tell him what books had been destroyed by the fire?

Answer. No, sir; I told him that some of them had been destroyed.

Question. Have you any recollection of telling him what particular books had been destroyed?

Answer. No, sir.

Question, (by the Chairman.) Do you not recollect of telling him that one small blotting book had been destroyed, which was of no particular importance?

Answer. No, sir; I told him that some books had been destroyed,

and I think I did say that they were of no particular importance; but I found afterwards that this one was important.

Question, (by Mr. Harris.) Then, if this book which was destroyed was posted into another book would its destruction be of any importance; would not this book into which the posting was made enable Duval & Co. to explain his business?

Answer. Yes, sir; certainly.

Question. Was Duval in the habit of examining his books?

Answer. No, sir; I do not think he knows anything about them. He never, to my knowledge, examines them. It is a matter which is confided to my care almost exclusively.

Question, (by the Chairman.) Was he in a position to know what books were saved from the fire?

Answer. I can hardly answer that question. We never had any conversation about that matter. The books were taken from the fire by different parties and stored away in his house, and afterwards brought down to the office.

Question. About what quantity of books were saved?

Answer. I suppose there were eight or ten large books.

Question. Has Duval ever had occasion to refer to those books since the fire?

Answer. I do not think he has.

Question. Has he been where he could see the books since the fire?

Answer. Yes, sir.

Question, (by Mr. Harris.) Could he have been ignorant of the fact that those books had been saved from the fire?

Answer. I suppose not, if he had looked at them. They were always there. It is true they were stowed one side, but still they were left open.

Question, (by the Chairman.) Have you been in the habit of referring to those books since the fire?

Answer. Frequently.

Question. When did that fire take place?

Answer. In April, 1856.

Question. Were you generally advised about the entries which were made, or directed what entries to make in the books?

Answer. In some particular instances I was.

Question. Were you familiar with the entries concerning the government contracts?

Answer. Yes, sir.

Question. You kept these entries as the transactions occurred?

Answer. Yes, sir.

Question. Were there any commissions paid to parties in connexion with these contracts?

Answer. There were moneys paid to parties.

Question. To whom?

Answer. To Harry Connelly.

Question. To whom else?

Answer. To Mr. John Cassin, of Philadelphia.

Question. Do you know his place of business?

Answer. I know he is in business, but I do not know exactly where.

Question. Where is Connelly engaged in business?

Answer. At the corner of Chestnut and Seventh streets, Philadelphia.

Question. What is his business?

Answer. The wine and liquor business.

Question. Do you recollect what per centage was paid to Connelly?

Answer. There was no regular per centage, that I know of, paid. There were certain amounts, but whether there ever was any understanding in regard to what rate of per centage, I cannot say.

Question. About what per centage was paid?

Answer. I should suppose about 20 per cent. upon the amounts of the contracts.

Question. Do you know whether any per centage was paid to other parties, besides Connelly and Cassin?

Answer. There was a note given to Mr. Seaman.

Question. What was the amount of the note?

Answer. $1,500.

Question. What was it given for?

Answer. I drew the note, and Mr. Duval told me at the time that it was loaned to Mr. Seaman. The first note was given for 90 days, with the understanding that Mr. Seaman was to take it up. He did take it up. After that he drew upon Duval, and Duval accepted the draft for the same amount.

Question. Was that paid by Duval?

Answer. It was, eventually. I let the matter stand open as a loan to Mr. Seaman for a time. Of course, I had finally to ascertain to what account that $1,500 was to go, and Mr. Duval directed me to charge it to the printing account.

Question. Did Mr. Duval say he had given that amount of money to Mr. Seaman in consideration of any contract?

Answer. No, sir. He said to me that Mr. Seaman had borrowed that note, but he did not suppose it would ever be paid; and consequently, as he had a partner, it must of course go in as a part of the expenses of government work.

Question. But the note was paid?

Answer. It was.

Question. But then he afterwards drew for the same amount?

Answer. In fact the note was renewed from time to time.

Question, (by Mr. Harris.) But eventually Duval paid it and directed you to charge it to printing account, as part of the expenses of the business connected with the government?

Answer. Yes, sir.

Question, (by the Chairman.) What was the date of the note?

Answer. The first note was given on the 26th of September, 1855.

Question. When was it finally charged to the account of printing?

Answer. Between that time and January, 1856.

Question. Was that the only money or consideration paid to Mr. Seaman?

Answer. That is the only amount I know of as being so paid, and it is the only amount which appears upon the books.

Question, (by Mr. Harris.) Do you know of anything paid outside of the books?

Answer. No, sir.

Question, (by the Chairman.) Do you not know that Mr. Duval agreed to pay Mr. Seaman a per centage upon the last contract for engraving?

Answer. I do not.

Question. Have you ever had any conversation with Mr. Duval upon that subject?

Answer. No, sir, no, so far as Mr. Seaman was concerned.

Question. What was the last large contract for engraving which Duval took from the government?

Answer. I think it was engravings for the Pacific Railroad Report.

Question. Do you recollect the amount of that contract?

Answer. I could not tell without consulting the books.

Question. Did the amount of work done for the Pacific Railroad Report equal $17,000 or upwards?

Answer. I should suppose so.

Question. Was that the last contract of any considerable amount you had from the government?

Answer. Yes, sir.

Question. Do you know whether there was any contract to pay any one any per centage upon that job of work?

Answer. I do not.

Question. Has not Mr. Duval told you he had contracted to pay twenty per cent. upon that work?

Answer. No, sir. He told me that he calculated that the government work cost him about twenty per cent.

Question. Did he state that this expense was for getting the contracts?

Answer. Well, he said there was no other way of getting contracts except paying for them, and that they cost about twenty per cent.

Question. Have you ever had any conversation with Connelly or John Cassin about this matter?

Answer. No, sir.

Question. Have you been present at any time when they have been arranging for work?

Answer. No, sir.

Question. Do you know whether Duval ever paid any per centage to parties residing in the city of Washington?

Answer. I know that money was sent down here, but there was no explanation given to me except that it was to be charged to printing.

Question. Who did it go to?

Answer. I do not know.

Question. Did you send it direct?

Answer. I did not send it. I drew the check and handed it to Mr. Duval.

Question. Have you any memorandum of the amount?

Answer. No, sir; only in the cash-book, and that I have not with me.

Question. About how much was sent at different times?

Answer. $500 was the only amount I know of that was sent to Washington from the office.

Question. Do you know whether any sum of money was sent to C. Wendell, of the city of Washington?

Answer. Not to my knowledge. There is nothing in the books to show that.

Question. To whom was the per centage on the work for the Pacific Railroad Report, to which you just referred, paid?

Answer. To my knowledge there was no money paid separately on the work done for that report.

Question. Has there been any sum or per centage paid since that work was done?

Answer. Not that has come to my knowledge. There has none been paid since the fire beyond the $500 that I know of.

Question. Then you do not know to whom the per centage was paid for that particular job of work?

Answer. No, sir.

Question. What would 20 per cent. upon that work amount to?

Answer. About $3,500.

Question. Have you any reason to suppose that the amount paid to Mr. Seaman was 20 per cent. upon that particular contract?

Answer. No, sir; I do not think it had any reference to the Pacific Railroad Report.

Question, (by Mr. Covode.) That was paid to Mr. Seaman long before the doing of this last mentioned work, was it not?

Answer. Yes, sir.

Question, (by the Chairman.) Has Mr. Seaman received, to your knowledge, any further sum from the house of Duval & Co.?

Answer. No, sir.

Question, (by Mr. Harris.) How does it happen that this 20 per cent. paid upon the work for the Pacific Railroad Report was not entered upon your books?

Answer. I cannot tell.

Question. Did you receive any directions from Mr. Duval either as to how the entry was to be made, or that no entry was to be made?

Answer. I think not in reference to that particular contract.

Question. Was that 20 per cent. deducted in any way from the amount received from the government for the work on that Pacific Railroad Report?

Answer. Not as a per centage.

Question. In what way was it deducted?

Answer. The only way I can answer that question is to take the accounts through from 1854 to 1857, and show that there has been a certain amount paid to certain parties.

Question. Do you know of any entry of that particular per centage upon that work?

Answer. No, sir.

Question, (by Mr. Covode.) Was it your custom to charge to printing all such payments?

Answer. Yes, sir; they had to go into that account as a portion of the expenses.

Question, (by Mr. Harris.) Did you charge any part of it to wages account, or to profit and loss?

Answer. No, sir; it was all charged to the printing account.

Question. What is Mr. Duval's christian name?

Answer. Peter S.

WEDNESDAY, *February* 16, 1859.

G. W. ARNOLD sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In Philadelphia.

Question. What is your business?

Answer. Commission and importing business of brandy, wines, and liquors.

Question. Have you ever been engaged in the book-binding business?

Answer. I have.

Question. Did you do some work for Congress, or for the government?

Answer. I did

Question. Under whose superintendency of the public printing?

Answer. First under that of Mr. Towers, then under that of Mr. Seaman, and perhaps a little under General Bowman.

Question. Did you have an unsettled account for paper furnished for waste leaves at the time Mr. Seaman left the office?

Answer. I did.

Question. Will you state how your account stood, and what was your impression of that account?

Answer. I shall have to state it somewhat in length, in order to make myself understood. I kept no books myself at all; the account for waste paper was kept on a memorandum by my foreman; whenever he wanted paper for waste leaves, he would go to Mr. Seaman and get whatever he wanted; when the amount had become enough to make it desirable to have a settlement, Mr. Seaman would present the bills to me; I sent them to my foreman to examine, and if the amount corresponded with the paper shown by his memorandum I paid the bills as rendered. The bill of which you speak, which was unsettled when Mr. Seaman went out of office, my impression was, and still is, that I paid it twice; I am not certain about it, however, nor can I tell certainly without going through a very thorough examination of the books of the Superintendent's office; I paid a bill of about the same amount some six weeks previously, and how I could have used $2,410 worth of paper in some three or four months I cannot imagine; my impression is that bill has been paid in that other bill.

Question. Paid to whom?

Answer. Paid to Mr. Seaman. But I was informed by one of the clerks under the present Superintendent that it had not been crossed off.

Question. What took place at the time your attention was first called to the fact that the bill was still standing against you in the Superintendent's office by Dr. Quail, in Philadelphia?

Answer. My attention had been called to it previously. My attention was first called to the matter by Mr. Jewett, either subsequent to or preceding the time when Mr. Seaman went out of office, and perhaps both. At that time I told him I thought it had been paid. When spoken to on the subject by Mr. Jewett or by Dr. Quail—I am not certain which—I think I told General Bowman I thought it had been paid. But I remarked that I had loaned Mr. Seaman some money which I wanted to make out of this bill.

Question. Did you not state that you had loaned Mr. Seaman money to about the amount of this bill, and that you told Mr. Seaman, at the time the loan was made, you would not give him the amount unless it could be credited on this bill?

Answer. No, sir.

Question. Did you not state that to Dr. Quail?

Answer. I do not recollect stating to Dr. Quail anything about it.

Question. Did you not state it to parties in the Superintendent's office?

Answer. I had a conversation on the subject in the Superintendent's office, but I did not make that statement, or if I did make it, it was wrong. I did state that I had loaned Mr. Seaman about that sum of money, and that I wanted him to pay the bill.

Question. Has he since paid the bill you held against him?

Answer. He has not paid it in full; he has paid, I think, $200 on it.

Question. Did you tell Mr. Jewett the first time you had a conversation with nim on the subject that you had liquidated the account in that way?

Answer. I told him at first that it had been paid; then when he came back, which I think he did to see me in relation to the matter, I told him there was an account between Mr. Seaman and myself.

Question Did you tell Dr. Quail, at the time you met him in Philadelphia, that the bill had been paid, and you owed nothing to the office of Superintendent of Public Printing?

Answer. I think very likely I did, for I think still that the bill had been paid, and that it has now been paid twice.

Question. Then when you came on here for the purpose of settling the matter did you not state in the Superintendent's office that everything had been paid by a loan which you had made to Mr. Seaman, and which you refused to make unless he would place it to your credit on this account?

Answer. I cannot positively state that I did or not; I do not think I did. I know I was very angry in my conversation there, because I thought it had been paid. Mr. Seaman owed me some money, which I wanted him to pay, and which I had expected he would pay. I stated certainly that I thought the bill had been paid, though it had not been marked off on their books.

Question. Did you expect, when you loaned that money, that it would be applied by Mr. Seaman to the settlement of this account?

Answer. Not at first; I expected that he would return me the money. Indeed, there was no understanding between Mr. Seaman

and myself that it was to be applied to that account at all. But it was so long ago that I cannot recollect precisely what occurred between us at the time I loaned him the money.

Question. Have you any recollection at all that you refused to let him have the money unless he would credit it to this account?

Answer. No, sir; I do not recollect anything of that kind.

Question. Have you ever loaned any other sums of money to Mr. Seaman during his superintendency?

Answer. Never, excepting these two sums, amounting in the aggregate to a little over a thousand dollars.

Question. Was that about the amount of your indebtedness to the government for paper furnished to the government for waste leaves?

Answer. Yes, sir, I think so.

Question. Do you know of any other person, a contractor for the government for paper, or who was doing work for the government as an engraver, lithographer, or binder, who has paid to Mr. Seaman, eit er directly or indirectly, or to any other person, believing it to be for his benefit, any money or other valuable consideration?

Answer. I do not know of any. I have never myself had any money transactions with Mr. Seaman except those I have mentioned.

Question. Have you ever heard of any particular person who has paid Mr. Seaman any consideration for any contract, or for any favor of an official character during his continuance in office?

Answer. Nothing more than street talk or general talk. If I have ever heard of any such a case at all, it was in reference to George Hill, jr. He was a bidder for a paper contract, which he did not receive, and I think he stated that Mr. Seaman must have been paid for the contract which had been awarded, for he (Mr. Hill) had proposed to furnish a much superior article at a lower price.

Question. Do you know who that contract was awarded to?

Answer. A portion was to a person in Philadelphia, I think, and another portion to a person in Boston. I will state, however, that I have never paid any attention to the paper contracts at all.

Question. What year was that?

Answer. I think it was the year previous to Mr. Seaman's going out of office. It must have been the contract awarded for the first session of the last Congress.

Question. Where does Mr. Hill live?

Answer. I think his residence is in Georgetown. His office is on Louisiana avenue, just below 10th street, in this city. I have heard him several times talk about it, but it was all general talk.

Question. Have you ever heard any other contractor, either for work or material, say he had paid, or that he had reason to believe any other contractor had paid, for such favors from Mr. Seaman?

Answer. No, sir; never in that shape.

Question. Do you know any contractor for the government during Mr. Seaman's superintendency for paper, or for engraving, or lithographing, or binding, who has paid anything for such contracts to Mr. Wendell?

Answer. No, sir; I do not.

Question. Do you know of anything else that it is proper for this

committee to know, in order to arrive at a just conclusion in this investigation?

Answer. I do not know of anything, and for the reason, particularly, that Mr. Seaman and I were not intimate. I thought he was trying to deceive me pretty hard, and that he did not give me a fair chance. We never were intimate at all. I saw but little of him except in the transaction of business. His position was such that I could not quarrel with him.

Question. Did he give you any particular trouble in the transaction of your business?

Answer. Nothing that I can mention particularly; I did sometimes think that he did not give me my books as fast as he ought to, or as rapidly as he did others; but I may have been wrong; I may have done him injustice.

Question. What object had he in not giving you your books as rapidly as he did others?

Answer. That I cannot tell.

Question. Had you given him any reason for pursuing that course to you?

Answer. Not at all.

Question. Did any person ever intimate to you that if you would pursue a different course with him he would pursue a different course towards you?

Answer. No, sir.

Question. Had you any reason to believe that if you had offered any moneyed consideration to him it would have induced a more liberal course towards you?

Answer. I hardly know whether to answer that question yes or no; I was not so induced to believe, nor do I know that such would have been the fact.

Question. What was your belief?

Answer. It was scarcely anything; I was like many other people, perhaps, who, because other people got along a little better than they did, thought it must have cost them something. I do not know as I have any reason for making the remark, but I sometimes thought that if I had done a little differently, if I had offered some consideration, I might have got along a little better.

I do not think I have anything else I can communicate to the committee which it would be important for them to know.

HORATIO C. HOWARD recalled.

Question, (by the Chairman.) Have you received the books which the committee yesterday requested you to procure from P. S. Duval & Sons?

Answer. I have, and have them with me.

Question. Will you turn to the entries of payments made as commissions on account of procuring contracts for engraving?

Answer. The first I turn to is under date of July 11, 1855.

Question. What is the amount?

Answer. $500.

Question. To whom was it paid?

Answer. It was paid to Mr. Connelly.

Question. What was it paid for?

Answer. For a contract he secured for them, I suppose. I do not know anything more about it than what appears in the entry.

Question. Was it a contract for work secured from the government?

Answer. It would be, perhaps, well enough for me to explain that until these entries were made in the book I was never made aware of any of these outside transactions, how the contracts were secured, or anything about it. Mr. Duval had that matter entirely under his own charge. I was never asked any questions about it; but when the entry came to be made I was told to charge the amount to the account of printing expenses.

Question. Will you turn to the next account?

Answer. It is August 8, 1855, and there is an entry which will conflict, perhaps, with my testimony yesterday. I stated then that I did not know of any moneys having been paid Mr. Seaman by the firm before this note. By reference to the book I see that $500 was paid to him on the 8th of August, 1855.

Question. Do you know what that amount was paid to Mr. Seaman for?

Answer. The account is charged to the expenses of work done on Gilliss' Report, which is all I know in relation to it.

Question. Will you have the kindness to turn to the next entry for procuring contracts?

Question. The next entry is under date of September 20, 1855.

Question. How much?

Answer. $500.

Question. To whom was it paid?

Answer. It was paid to Mr. Connelly, on account of government work. There is no explanation of particulars about it.

Question. Will you please turn to the next account.

Answer. On the 20th of October, 1855, there was a note paid which had been originally charged to printing account when it was given. It was for $184 24, and was paid on the 20th of October.

Question. To whom was it paid?

Answer. It was drawn in favor of John Cassin.

Question. Was that for the same kind of service?

Answer. It was on account of government work. I presume it was on account of the Pacific Railroad Report. I will state that as far as the $1,500 note to Mr. Seaman was concerned, I presume it has been settled. It was renewed on the 28th of December by an accepted draft at sixty days.

Question. That was the note before spoken of, drawn in favor of A. G. Seaman?

Answer. Yes, sir. It was paid on the 28th of December and renewed.

Question. Then who paid that renewal?

Answer. It was not paid at this time. It was renewed and renewed again, and then it seems to have been lost sight of, to have been taken out and charged to the private account of P. S. Duval until the whole amount was finally paid. On February 10, 1857, $616 80 was paid

on the note; the interest here seems to have been added. On the of 16th June, 1857, the note was paid in full.

Question. By whom?

Answer. By the firm.

Question. Was the note of $1,500, or that amount, finally paid to A. G. Seaman by Duval & Co.?

Answer. I answer that the note was paid in bank.

Question. Was the amount charged to the printing account?

Answer. It was.

Question. Then the firm of Duval & Co. paid, in consideration of contracts from the government, $1,500?

Answer. Yes, sir.

Question. Who derived the benefit of that payment?

Answer. Mr. Seaman received the money, or rather, I should say, I drew the note in favor of A. G. Seaman; and that is all I know about it.

Question. What did Mr. Duval say about the note when it was given?

Answer. Mr. Duval did not say a word to me about it, as near as I recollect. He asked me to draw a note in favor of Mr. Seaman, and I drew a note.

Question. Did he tell you to charge it to the printing account?

Answer. Afterwards he did; I asked him, in fact, what disposition was to be made of the note. He answered that he did not suppose the amount would be repaid, and it must therefore be charged to expenses on government work.

Question. Will you please turn to the next account on your book of money paid for contracts from government?

Answer. The next entry is March 18, 1856: Note paid in favor of John Cassin, $156 80, charged to printing account.

Question. Was that amount paid for same purpose?

Answer. I have given you the entry in the book, and I cannot explain it any further than it explains itself.

Question. What is the next entry?

Answer. February 20, 1857, there is charged, amount sent to Washington, $500 to printing account.

Question. Do you know who that was sent to?

Answer. I do not know anything at all about it any further than is explained by the entry. I was never told anything at all about it.

Question. Is it charged the same as other accounts?

Answer. It is charged to printing.

Question. Is it your opinion that money was paid for the same object?

Answer. I think it was, but I am not prepared to say positively that such was the case.

Question. Do you know what books Mr. Duval brought with him when he came on to testify before the committee?

Answer. I gave him the cash-book of P. S. Duval & Sons, commencing January 1, 1857, and the ledger commencing at the same time and running up to this date.

Question. Have you given us all the amounts paid for contracts with the government which appear in the books of Duval & Co.?

Answer. On the 24th March, 1855, I find charged to printing, paid H. Connelly, $350; December 23, 1854, charged to printing, H. Connelly, on Gibbon, $350.

Question. Were these sums for the same service?

Answer. Yes, sir; for government work; I made these entries in his way merely as matter of reference; the next entry is November 7, 1854, paid H. Connelly on account, on Gibbon, $150; on the 4th November, 1854, paid H. Connelly, on account of Gibbon, $200; on October 20, 1854, there is another entry which would seem to conflict with my testimony yesterday, and which I would like to correct; the entry is: Paid Mr. Seaman $250, on account of Gibbon's Report. I believe I stated I did not know of any money having been paid to Mr. Seaman prior to that note; I had really forgotten these entries until I came to look over the cash-book again; now I find these entries which I had made charged against him. The next entry is October 6, 1854: Paid H. Connelly, on account of Gibbon contract, $500.

Question. At what date was that set of books closed?

Answer. After the fire; they were closed on the 11th April, 1856.

Question. Do you find any entries since June 6, 1857, of moneys paid for contracts from government?

Answer. No, sir.

Question. Do you know what particular contract the $1,500 paid to Mr. Seaman was on?

Answer. No, sir, I do not.

Question. Have you any recollection of what work it was for?

Answer. I think it must have been the Japan and Pacific Railroad Reports; that is my recollection.

Question. You stated yesterday that Mr. Duval estimated the expense of getting government work at about twenty per cent.; in your contracts with the government did you make any calculations for that amount to be paid out of moneys to be received from the government?

Answer. Yes, sir.

Question. Then did you charge government more on account of that per centage than you would have done otherwise?

Answer. Yes, sir.

Question. You made a calculation, then, in your charges for the payment of about that per centage to other parties?

Answer. Yes, sir.

Question. Then, by reason of this agency, this commission &c., the government was compelled to pay you about twenty per cent. more than you could have done the work for?

Answer. Yes, sir.

Question. Do you know whether Mr. Connelly and Mr. Seaman were intimate?

Answer. I never saw them together.

Question. Do you know from anything you have heard that they were?

Answer. From what I have heard I should think they were.

Question. Do you know whether Mr. Seaman and Mr. Cassin were intimate?

Answer. I do not.

Question. Was it the opinion of your firm at the time these payments were made to Mr. Connelly that Mr. Seaman was interested in them?

Answer. I really do not know. Mr. Bourquin, I presume, understood that he was.

Question. Do you know whether Mr. Duval understood that he was?

Answer. I believe that he did.

Question. How much do your books show to have been paid directly to Mr. Seaman, including the note of $1,500, the payment of which you have explained?

Answer. $2,250.

Question. Are you certain that is all that has been paid directly to Mr. Seaman?

Answer. That is all I know of.

Question. Have you any knowledge of the $500 sent to Washington on the 20th February, 1857?

Answer. I know it was sent, but to whom I do not know. I was requested by Mr. Duval to draw a check for the amount. I did not send it. He told me it was to go to Washington, and that I was to charge it to the printing account. That is all the knowledge I have in reference to it.

Question. Had you any reason to suppose that it went to any one person more than another?

Answer. None whatever.

Question Will you please state what amount your books show to have been paid to H. Connelly on account of contracts with the government?

Answer $2,550.

Question. What amount appears to have been paid to John Cassin?

Answer. $341 04.

Question. Do you know whether any sum or sums of money were sent by the firm of P. S. Duval & Co., or by Mr. Duval, to C. Wendell, of Washington?

Answer. I do not.

Question. Do you recollect whether the firm of P. S. Duval & Co. had any transactions with Mr. Wendell or not?

Answer. Yes, sir, they had transactions with him.

Question. What transactions?

Answer. I believe there is nothing in the books showing them?

Question. Have you any account with Mr. Wendell?

Answer. No, sir.

Question. What was the nature of the transactions?

Answer. There was some work printed and delivered to him?

Question. Was there no charge made for them?

Answer No, sir.

Question. About what amount of work?

Answer. About $900, I think; at least that was the amount I was to account for.

Question. Did he ever pay you that amount?

Answer. Not that I know of.

Question. Would you, as his book-keeper, have been likely to have known it if it had been paid?

Answer. Yes, sir, I think so.

Question. Why was no account kept of the work?

Answer. I always understood that it was for service on the part of Mr. Wendell.

Question. What was said about it by the members of the firm at the time?

Answer. The work was printed, and when it was sent to him I asked who it was to go to and how it was to be charged. I think Mr. Duval told me that it was to go to Mr. Wendell, and that no charge was to be made.

Question. What work was that?

Answer. It was work on the Japan Expedition; ten plates.

Question. Was it for Mr. Wendell?

Answer. Yes, sir.

Question. Was it private work?

Answer. Yes, sir, I believe it was.

Question. What plates were they?

Answer. There was one plate not in most of the government editions—the bath plate—and ten others, which I cannot describe precisely. They were in the regular government editions, however.

Question. This work, to the amount of $900, was done for C Wendell, then, for which nothing was charged; did you do any other work for Mr. Wendell under the same or similar circumstances?

Answer. No, sir, not that I am aware of.

Question. Do you know of any work done on government books under similar circumstances?

Answer. No, sir; there has never been any such thing done except in the case I have mentioned, to my knowledge.

Question. Do you know of any sum or sums of money paid to any other party which you have named—to Mr. Connelly, Mr. Cassin, Mr. Wendell, or Mr. Seaman—other than those you have mentioned?

Answer. No, sir, I do not. I was trying to think whether there was not a note given to another party in Philadelphia, but I really cannot recall his name.

Question Was it on account of government work?

Answer. I think it was a private affair altogether. The printing account was not charged with it, as far as I remember. The amount was $500.

Question. Do you recollect the circumstances of the transaction?

Answer. I recollect drawing the note.

Question Was it on account of government contracts?

Answer. I think so. I believe the name was C. Carrigan.

Question. Was that note afterwards paid?

Answer. It was paid.

Question. That has been how long since?

Answer. It was some time in 1856, I think.

Question. Do you recollect of any other payment?

Answer. No, sir; I do not recollect of any other.

Question. Was this note to Carrigan charged in the usual way?

Answer. I do not think it was charged to printing account; I think it was some outside matter. I understood it was for some service rendered in some shape. As far as I recollect, however, Mr. Duval must have taken it on his private account altogether; I do not think the firm had anything to do with it.

Question, (by Mr. Covode.) If you had not been burnt out would you not have had to pay a much larger sum to some of these parties?

Answer. So I understood.

Question. Then the fire saved you a large sum of money?

Answer. I think we were to have paid Mr. Connelly a larger sum; I do not know of any other.

Question, (by the Chairman.) Will you state what appears to be the gross amount of money paid to these parties, as appears upon the books, to Mr. Connelly, Mr. Seaman, Mr. Cassin, the amount sent to Washington charged to no particular one, the sum specified by you as having been paid to Mr. Carrigan, and the work done for Mr. Wendell, for which no charge was made?

Answer. It would be $7,041 01.

Question, (by Mr. Covode.) How much more would you have paid Mr. Connelly if the fire had not occurred?

Answer. I think we had agreed to pay him $750 in addition.

Question. What per cent. did your house pay to Mr. Connelly?

Answer. Ten per cent., I think.

Question. Do you know whether any contract existed to pay Mr. Seaman any per centage for work obtained from his office?

Answer. No, sir; I never heard anything of the kind.

Question. What per centage appears to have been paid to him upon the works on which commission is charged to him?

Answer. There was no per centage agreed upon to my knowledge.

Question, (by the Chairman.) Do you know of any other engraver or lithographer who has had similar commissions, or who has paid Mr. Seaman any money or valuable consideration upon contracts from the government?

Answer. I do not.

Question. Have you heard of any such?

Answer. I have heard of such.

Question. Who have you heard of in that connexion?

Answer. I have heard of Mr. Sinclair; I think I have heard the firm of Wagner & McGuigan spoken of in that connexion; I have no knowledge, however, about either.

Question. Do you know of anything else which it is proper and right for this committee to know in order to arrive at just and proper conclusions in the matter before them?

Answer. Nothing of any importance, I think.

Question, (by Mr. Niblack.) How long have you been in the employment of P. S. Duval & Co.?

Answer. Since February, 1849.

Question. Are you still in the employ of Duval & Sons?

Answer. Yes, sir.

Question. Was any injunction of secrecy ever imposed on you in relation to these transactions relative to government work?

Answer. No, sir.

Question. Do you know whether anything has been paid for obtaining any contract from the government for Duval & Sons?

Answer. I do not know whether there has been any arrangement made with any person.

Question. Do you know whether there has been any money paid to any agent, or to any other person, by Duval & Sons, for obtaining any contract from the government, which money has been charged to printing account or to any other account?

Answer. I know that since the firm of Duval & Sons has been in operation money has been charged to the printing account, but whether it has been on old contracts or the present ones I do not know.

Question. Who has it been paid to?

Answer. I only know of $500 which was sent to Washington.

Question. Has there been any other sums of money paid for that purpose?

Answer. Not that I know of.

Question, (by Mr. Covode.) Did Mr. Bourquin ever object to this per centage being paid for obtaining contracts?

Answer. I cannot say positively that he objected; he said he did not like it. If he had objected positively, of course I should not have charged it, he being one of the firm.

Question. Did he not say it was wrong, and that he was opposed to it?

Answer. Yes, sir; that was about his language, as near as I can recollect.

Question. Did not that have something to do with driving him out of the concern?

Answer. I think it was that, in connexion with other circumstances.

Question. Did Mr. Bourquin ever tell you that government work could not be got in any other way?

Answer. Since the dissolution of the concern he has.

Question. Was it not the understanding that a man who would not stand these bonuses would have no chance in getting government work?

Answer. That was my understanding.

GEORGE W. EICHELL sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In New York city.

Question. What is your business?

Answer. At present I am engaged in no business; I commence business in March next.

Question. What business have you been engaged in?

Answer. My first business was hardware; after that I engaged in the book business, and continued in it for four years; then I was for two years in an engraving house, but was obliged to leave the business on account of ill health; after that I went as clerk in the house of Campbell, Hall & Co., and was with them four years; after that I went with Fowler & Wells, with the intention of becoming interested

n their business, but finding the business was not sufficient to wa
it, I did not remain with them long.

Question. Have you had any conversation with Mr. Seaman
you arrived in the city about the character of testimony you we
give before this committee?

Answer. No, sir, nothing more than in relation to some ques
he wished to have put about the quality of paper.

Question. Have you been intimate with Mr. Seaman for
years?

Answer. No, sir.

Question. When did your acquaintance with him first commen

Answer. The first time I ever saw Mr. Seaman was in the sto
Campbell, Hall & Co.

Question. About what time?

Answer. It is difficult for me to give the exact dates; I think it
during the first term of his superintendence.

Question. Have you ever done any business for Mr. Seaman?

Answer. No, sir; nothing more than sometimes while I was a
as salesman in the store of Campbell, Hall & Co. he would wa
see the quality of paper.

Question. Were your relations intimate with Mr. Seaman?

Answer. No, sir; barely that of speaking. When he came
the store he always came to see some one of the firm, and al
went back to see them.

Question. When you proposed to secure certain wood engravin
Mr. Roberts, wood engraver in New York, for a considerati
twenty per cent. upon the amount paid him for work obtained
the government, had you any arrangement with Mr. Seaman abou

Answer. I had no arrangement with any living soul. My arr
ment with Mr. Roberts was not twenty per cent. upon the a
paid by the goverment for the work, but twenty-five per cent
the net profits.

Question. What was the twenty-five per cent. for?

Answer. It was my remuneration for furnishing Mr. Robe
capital, and for assisting him in other ways.

Question. Did you not say to him distinctly that you coul
certain work for him, and that if you did it would be in cons
of twenty-five per cent. upon the profits?

Answer. I never did.

Question. Did you ever furnish Mr. Roberts with any cap

Answer. I did.

Question. How much?

Answer. I think I at first gave him $300; after that $5
all a little under $1,000.

Question How much work did he get under that contra
government?

Answer. I do not know how many pages. I know he
deal of work after he broke his contract with me.

Question. Do you know how much work Mr. Roberts re
the contract which he made with you?

Answer. I do not.

Question. Do you know the date of that contract?
Answer. Yes, sir; I have it in my pocket.
Question. Will you show it to the committee?
Answer. Yes, sir. It is as follows:

"*Memorandum of agreement between William Roberts and G. W. Eichell.*

"Said Roberts to give said Eichell three dollars and fifty cents per page for the work of outline cuts for Patent Office Report—average thus: Labor, $13; wood, &c., $3; = $16 per page; price paid, $30 by government; one-fourth of net profits, $14, is $3 50 per page. Said Eichell to give all work, so far as lays in his power, to said Roberts, both for this and any other work. Signed this day, New York, April 18, 1855.

"WM. ROBERTS.
"G. W. EICHELL."

Question, (by Mr. Harris.) What was the work which you were to send him?
Answer. Any work I could get. I got him work through Fowler & Wells, who employed a patent agent and worked for the Scientific American.
Question. And you were to receive one-fourth of the profits upon all this work?
Answer. Yes, sir.
Question. Was Mr. Ackerman acting as the agent of Mr. Seaman, so far as circumstances justified you in believing, in reference to the Patent Office Report or any other government work?
Answer. He acted as his agent so far as to get the names of lithographers in New York was concerned.
Question. After he got the names of the lithographers, did he then control the work and give it out to them?
Answer. He told me that if I wanted to do any work I could have as much as I could do, and I understood that he extended the same privileges to others.
Question. Did you get any of the government work to do under him?
Answer I did.
Question Did you send on any bids to Washington for that work?
Answer. I did not.
Question. Who did you make the arrangement with?
Answer. Mr. Ackerman told me that the work was to be done for the government at $30 per page, and that if I wanted any of it to do I could have as much of it as I could do.
Question. Then Mr. Ackerman had the giving out of this work in New York, as the agent of Mr. Seaman?
Answer. No, sir; I think Mr. Johnson gave out the work, and that Mr. Ackerman had nothing to do with it afterwards. Johnson was his clerk, and he attended to the business. He gave me no assurance, however, of any special privilege, more than to say that there was a great deal of work to be done, and that I might have all I could do.

Question. Who paid for that work?

Answer. The government.

Question. Through whom?

Answer. The bills were made out and sent on to Mr. Seaman, and drafts on the treasury were returned.

Question. Did the bills made out for the work you did pass through Mr. Ackerman's hands?

Answer. No, sir.

Question, (by the Chairman.) If you were to have no special privileges, why did you say to Mr. Roberts that there was a great deal of work to be done, and that you could have all you wanted?

Answer. Because Mr. Ackerman told me that there was a great deal of work to be done, and that I could have as much as I wished to do.

Question. Then you had the assurance of controlling all the work which Mr. Roberts could do from Mr. Ackerman?

Answer. I had no assurance more than that I could have as much work as I could do.

WEDNESDAY EVENING, *February* 16, 1859.

GEORGE W. EICHELL recalled:

Question, (by the Chairman.) Did not Mr. Ackerman tell you at the time that he had the letting of the work on the mechanical part of the report?

Answer. No, sir; I asked him where I was to get the work, and he said from Mr. Johnson, at his office.

Question. Did you have any conference with Mr. Johnson on the subject?

Answer. Nothing more than to make my application for the work.

Question. What did Mr. Johnson say when you made your application?

Answer. He said he would give me what work he could.

Question. Did you get the work, or was it sent to Mr. Roberts?

Answer. At first I think I got it, and then I told Mr. Johnson that if Mr. Roberts came for it it would be the same thing.

Question. Do you know how much work on the Patent Office Report Mr. Roberts did?

Answer. I do not know how many pages.

Question. Do you know how much it amounted to?

Answer. He gave me an account of it for a while until he broke his arrangement, then I had nothing more to do with him.

Question. When did he break his arrangement with you?

Answer. It was after he had done some 30 or 40 pages; I do not know the exact number.

Question. How did he come to break his arrangement with you?

Answer. He said that every other engraver was getting the work, and that he would have got as good an arrangement as I had made. At that time he was owing me, I think, $800 or $500, which I was anxious to get back. He paid me back that amount, and then paid me $20 or $25, which he said he would do for speaking a good word

and myself that it was to be applied to that account at all. But it was so long ago that I cannot recollect precisely what occurred between us at the time I loaned him the money.

Question. Have you any recollection at all that you refused to let him have the money unless he would credit it to this account?

Answer. No, sir; I do not recollect anything of that kind.

Question. Have you ever loaned any other sums of money to Mr. Seaman during his superintendency?

Answer. Never, excepting these two sums, amounting in the aggregate to a little over a thousand dollars.

Question. Was that about the amount of your indebtedness to the government for paper furnished to the government for waste leaves?

Answer. Yes, sir, I think so.

Question. Do you know of any other person, a contractor for the government for paper, or who was doing work for the government as an engraver, lithographer, or binder, who has paid to Mr. Seaman, eit er directly or indirectly, or to any other person, believing it to be for his benefit, any money or other valuable consideration?

Answer. I do not know of any. I have never myself had any money transactions with Mr. Seaman except those I have mentioned.

Question. Have you ever heard of any particular person who has paid Mr. Seaman any consideration for any contract, or for any favor of an official character during his continuance in office?

Answer. Nothing more than street talk or general talk. If I have ever heard of any such a case at all, it was in reference to George Hill, jr. He was a bidder for a paper contract, which he did not receive, and I think he stated that Mr. Seaman must have been paid for the contract which had been awarded, for he (Mr. Hill) had proposed to furnish a much superior article at a lower price.

Question. Do you know who that contract was awarded to?

Answer. A portion was to a person in Philadelphia, I think, and another portion to a person in Boston. I will state, however, that I have never paid any attention to the paper contracts at all.

Question. What year was that?

Answer. I think it was the year previous to Mr. Seaman's going out of office. It must have been the contract awarded for the first session of the last Congress.

Question. Where does Mr. Hill live?

Answer. I think his residence is in Georgetown. His office is on Louisiana avenue, just below 10th street, in this city. I have heard him several times talk about it, but it was all general talk.

Question. Have you ever heard any other contractor, either for work or material, say he had paid, or that he had reason to believe any other contractor had paid, for such favors from Mr. Seaman?

Answer. No, sir; never in that shape.

Question. Do you know any contractor for the government during Mr. Seaman's superintendency for paper, or for engraving, or lithographing, or binding, who has paid anything for such contracts to Mr. Wendell?

Answer. No, sir; I do not.

Question. Do you know of anything else that it is proper for this

Answer. I could not say, because I was not in the habit of doing such work.

Question, (by the Chairman.) Could an engraver have afforded to take the work for 20 per cent. less than it was done.

Answer. The only guidance I had was the estimate made by Mr. Roberts himself. He told me that the labor would cost so much, and the wood and other expenses so much, making $16 a page in the aggregate. I knew that government would pay $30 a page, and I therefore went to him on that point, as he was then in the business I thought he could tell a great deal better than I could. I could not say how long it would take an engraver to do a page of the work.

Question. How much did he estimade one-fourth the profits of a page?

Answer. Three dollars and fifty cents.

Question. Then the entire profits per page would be $14?

Answer. Yes, sir, that is what Mr. Roberts told me. He said he could do the work for $16 a page; he had a number of apprentices.

Question. What could the government have had that work done for by advertising and letting it to the lowest bidder in the city of New York?

Answer. I suppose they might have found parties who would have done it for $20 a page. Some of the engravers who were out of work and could get nothing to do would have done it for a very small profit.

Question. Is $6 a page a small profit for such work?

Answer. I think it is quite small enough.

Question. How many pages could a workman do of it in a week?

Answer. I could not tell.

Question. You do not call yourself a good workman I believe; how much could you do in a week?

Answer. I might do three or four pages.

Question. Then an ordinary workman in practice, could do from seven to ten pages in a week, could he not?

Answer. I think it would take a pretty smart workman to do that much.

Question. Then seven or eight pages would be a good week's work?

Answer. I should think so.

Question. How much would be a fair profit for a contractor to make off the labor of a single workman a week?

Answer. I have no idea.

Question. Would $20 be considered a fair profit a week for each man?

Answer. Some of them make a great deal more than that; when I was pacticing to perfect myself in the art, I made at least $50 or $60 per week for my employer, Mr. Butler; but I am not now engaged in the business and have not been taking any contracts or doing any engraving for eight or ten years, and I therefore do not feel myself competent to judge of the profits engravers ought to make.

Question. How much do they give journeymen per week?

Answer. I do not know what wages they get, I believe, however, that they generally get from $25 to $30 per week.

Question. Do you know whether any of the work on the mechanical

Question. What was it paid for?

Answer. For a contract he secured for them, I suppose. I do not know anything more about it than what appears in the entry.

Question. Was it a contract for work secured from the government?

Answer. It would be, perhaps, well enough for me to explain that until these entries were made in the book I was never made aware of any of these outside transactions, how the contracts were secured, or anything about it. Mr. Duval had that matter entirely under his own charge. I was never asked any questions about it; but when the entry came to be made I was told to charge the amount to the account of printing expenses.

Question. Will you turn to the next account?

Answer. It is August 8, 1855, and there is an entry which will conflict, perhaps, with my testimony yesterday. I stated then that I did not know of any moneys having been paid Mr. Seaman by the firm before this note. By reference to the book I see that $500 was paid to him on the 8th of August, 1855.

Question. Do you know what that amount was paid to Mr. Seaman for?

Answer. The account is charged to the expenses of work done on Gilliss' Report, which is all I know in relation to it.

Question. Will you have the kindness to turn to the next entry for procuring contracts?

Question. The next entry is under date of September 20, 1855.

Question. How much?

Answer. $500.

Question. To whom was it paid?

Answer. It was paid to Mr. Connelly, on account of government work. There is no explanation of particulars about it.

Question. Will you please turn to the next account.

Answer. On the 20th of October, 1855, there was a note paid which had been originally charged to printing account when it was given. It was for $184 24, and was paid on the 20th of October.

Question. To whom was it paid?

Answer. It was drawn in favor of John Cassin.

Question. Was that for the same kind of service?

Answer. It was on account of government work. I presume it was on account of the Pacific Railroad Report. I will state that as far as the $1,500 note to Mr. Seaman was concerned, I presume it has been settled. It was renewed on the 28th of December by an accepted draft at sixty days.

Question. That was the note before spoken of, drawn in favor of A. G. Seaman?

Answer. Yes, sir. It was paid on the 28th of December and renewed.

Question. Then who paid that renewal?

Answer. It was not paid at this time. It was renewed and renewed again, and then it seems to have been lost sight of, to have been taken out and charged to the private account of P. S. Duval until the whole amount was finally paid. On February 10, 1857, $616 80 was paid

Answer. No, sir.

Question. Did you get him any work to do on Gillis's Report?

Answer. No, sir, I never heard of it.

Question. Did you get him any work to do on the Pacific Railroad Report?

Answer. No, sir; I did not know there was such a report published.

Question. Do you know of your own knowledge that Mr. Roberts did any work for the government after the misunderstanding between you took place?

Answer. I cannot say that I do. I saw him have some fine drawings which I understood were for the government.

Question. My question is did he get any work to do for government after the misunderstanding between you occurred?

Answer. I think that he did.

Question. Do you know that he did?

Answer. I do not know that I can say that I know it.

Question. How did you understand that he got work for the government after this misunderstanding?

Answer. The reason I had for thinking he did was that I saw him in the store of Campbell, Hall & Co. one day, talking with Mr. Seaman, and he had proofs which he was showing Mr. Seaman, which I supposed were of work that he was doing for government.

Question. What proofs were these?

Answer. Proofs of pictures, or cuts.

Question. May not these proofs have been samples which he was showing Mr. Seaman barely to illustrate the character of his work?

Answer. Possibly they might have been; I did not ask what they were.

Question. And you do not know from any other evidence that he got any work from government after this misunderstanding occurred?

Answer. I do not know, but I think he did.

Question, (by Mr. Covode) Did not you interfere the very day you saw him in the store of Campbell, Hall & Co., and request Mr. Seaman not to give him any more work?

Answer. I do not recollect speaking to Mr. Seaman at all on the subject; though it is very probable I might have done.

Question, (by Mr. Harris.) Do you know whether Mr. Roberts was acquainted with Mr. Ackerman or Mr. Johnson before this contract which you made with Mr. Roberts?

Answer. I never heard of his having any acquaintance with them, and that was in part the reason why I was to be paid for getting the work from them.

Question, (by Mr. Covode.) Now, why was it that Mr. Roberts agreed to give you twenty-five per cent. on this work if it was not for your service in getting this work from Mr. Seaman?

Answer. It was for the introduction that I was to give him in reference to this work, for all the other work I could furnish him, and for the means I was to furnish to go on with this work.

Question, (by the Chairman.) If the consideration of means entered into the contract, why was not that fact stated in the memorandum which you have furnished the committee?

Answer. Because I did not draw up the memorandum as a contract between us at all, but merely to indicate the terms of the agreement in reference to the compensation which I was to receive.

Question. But that is a memorandum of a contract, and if the question of means entered into the contract, why was it not stated in the memorandum?

Answer. I did not think it was necessary, in the relations which then existed between Mr. Roberts and myself, to state all the particulars.

Question, (by Mr. Covode.) Then the percentage was to be for services, and not for means?

Answer. No, sir; the means were just as fully understood as the services.

Question, (by Mr. Harris.) If it was necessary for you to have any contract in writing at all, why did you not put in all the stipulations?

Answer. Because in the relations which then existed between Mr. Roberts and myself, I did not think it necessary any more than I should have done if he had asked me for $50 or $100. I should have loaned it to him without thinking of asking any writing for it.

Question. Then why could you not trust him in the division of the profits?

Answer. I only put that down so that there should be no misunderstanding as to what that division should be.

Question. (by the Chairman.) What other parties in the city of New York have you made similar contracts with, and what have you received, or stipulated to receive, from them?

Witness. Do you mean government work?

The Chairman. Yes; contracts in relation to government work.

Answer. None whatever.

Question. Have you had nothing of this nature to do with Mr. N. Orr?

Answer. I do not know Mr. N. Orr. I know a Mr. J. W. Orr.

Question. Have you had anything of that kind to do with Mr. J. W. Orr?

Answer. No, sir; I have got work for him from publishers, but none from the government.

Question. Have you made any such contracts with any other parties in the city of New York or elsewhere?

Answer. I have not.

Question. Now will you tell us whether there was not a distinct understanding between yourself and Mr. Johnson, the bookkeeper of Mr. Ackerman, that a consideration was to be paid out of this work to Mr. Johnson?

Answer. There was never a consideration in any way, direct or indirect, to be paid to Mr. Johnson or any one else.

Question. Have you been instrumental in procuring any other work from government during Mr. Seaman's superintendency, of any character or description, for engravers in the city of New York or any other place?

Answer. No, sir.

Question. Do you know whether Mr. Ackerman had anything to do

with the letting or contracting for any other work than that which you have described in your testimony?

Answer. No, sir.

Question. Do you know whether Mr. Ackerman has ever paid any money, either in the nature of a gift or loan, or in any way whatever, to Mr. Seaman for any of these contracts?

Answer. I do not.

Question. Do you know whether any person else has done so?

Answer. I do not.

Question, (by Mr. Covode.) Did not Mr. Seaman ever tell you that he would not give any more work to Mr. Roberts in consequence of your complaints?

Answer. I do not recollect that he did; though, as I said, I would not have thrown any work in his way if I could have avoided it.

Question. Have you ever loaned Mr. Seaman any money?

Answer. Not a dollar or a sixpence.

Question. Do you know anything else connected with the conduct or accounts of Mr. Seaman while he was Superintendent of Public Printing, which it is important for this committee to know in order to arrive at a just conclusion in the premises?

Answer. I do not.

Cross-examination.

The following questions were put to the witness by the committee at the instance of Mr. Seaman:

Question. Are you practically acquainted with paper and its manufacture?

Answer. I am. My knowledge, however, is derived more from selling paper than from being in a mill.

Question. Will you look at these documents and state of your own knowledge what such paper as is used in them would have been worth in open market in 1854–'55.

Answer, (after examination.) I think the paper used in the Patent Office Report of 1855 would have sold over the counter on six months time at 14 cents per pound. I should say the same of the Finance Report for the same year, and the same of the Report on Commerce and Navigation. There is a difference in the shade of paper which cannot be avoided. I have seen it in Harper's Bible, which I presume you have all seen, and which is a large and expensive work. I have seen three times the difference in the color of paper used for that book that I see here, although great pains were taken in procuring the paper for that book, and although it was all made by one mill in Chelsea. If we had a lot of paper looking as this does, I should charge 14 cents a pound; and if the customer claimed a deduction on account of the difference of color, I should probably allow a difference of half a cent per pound.

Question. Can paper be made by the same machines all of exactly the same weight?

Answer. Not exactly.

Question. What is the percentage of difference?

Answer. The rule of the trade is, that if the difference is not more than five per cent. in weight nothing is to be said, and if the customer is not satisfied with this, he is to take it by actual weight, wrappers, strings, and all.

Question. How is the difference in color caused?

Answer. Sometimes by defective bleaching, and sometimes by the quality of the stock—generally, by defective bleaching.

Question. Did you ever see any large quantity of paper made at one mill which was uniform in color and weight.

Answer. There are but two mills with which I am acquainted that I could always depend on for uniformity in the paper; one is Butler's, where the uniformity arises partly from his having the most perfect machine, and partly from the kind of stock from which he makes his paper, it being cotton-waste and rope; the other is Kingsland's mill, where they only make fine paper, which commands a high price. The stock which they use is always uniform—leghorn rags, ones, twos, and threes. The difference of color in the paper used in these documents is not unusually great where large lots of paper are furnished at different times.

THURSDAY, *February* 17.

GEORGE HILL, Jr., sworn:

Question, (by the Chairman.) Where is your place of business?

Answer. In the city of Washington.

Question. What is your business?

Answer. Paper and paper stock.

Question. Will you state whether you ever had any contract from the government, under the superintendency of Mr. Seaman, for the supply of paper?

Answer. I never had.

Question. Did you ever bid for such contracts?

Answer. I have. I think the first bid I ever made was in 1856.

Question. Will you state what that was, and the circumstances attending that offer?

Answer. I made an offer for all classes, as near as I can recollect, at the suggestion of some northern parties. For one of the classes, I was informed, after the bids had been opened and the contracts awarded, that the sample I had furnished was too good an article; it was too highly finished and did not come under the class?

Question. Was that 45-lb. paper?

Answer. It was.

Question. Was it for the supply of 1857?

Answer. It was.

Question. Can you state the circumstances under which your offer was made and rejected?

Answer. I was satisfied, from what I could hear out of doors, that I was lower on that paper than any one else, and I felt anxious to know the result of it. As soon as the bids were opened, I called upon Mr. Towers to know who had got the contract. He told me that Mr. Megargee had it at $13\frac{9}{10}$ cents per lb., I think it was. My bid was 13 cents. He told me that the reasons my samples were thrown out were

that they did not come under the class; that they were too highly finished.

Question. Are you certain whether the contract was awarded at $13\frac{9}{10}$ cents, or was it $13\frac{8}{10}$ cents.

Answer. I will not be positive. It was some fraction over my bid. My bid was 13 cents, and his was a larger one than mine. Mr. Towers said my paper was too nicely finished; that it was a calendered paper. The difference between that which is calendered and that which is not is that calendered paper is calendered after it is made, and the other is calendered on the sheet when it is made.

Question. Which was the best paper, yours or that which was finally taken?

Answer. I did not see the samples so as to be able to judge. All I know about it is that my paper was too nicely finished?

Question. Who made that remark?

Answer. Mr. Towers.

Question. Who was he?

Answer. Mr. Seaman's chief clerk; I was pressed at the time to move in the matter and have it investigated, but I thought it would be of no use to do it.

Question. Why did you think it would be of no use to do it?

Answer. I thought that if I moved in it and was successful in getting the contract, there would probably be more difficulty thrown in my way in carrying it out than the contract would be worth.

Question. It was the fear of difficulty and embarrassment then that prevented you from pressing your right?

Answer. Yes, sir.

Question. Had you any reason to suppose that you would have been successful in that bid by the payment of a valuable consideration for it?

Answer. I thought so from rumor out of doors.

Question. Had you any direct or positive information which led your mind to that conclusion.

Answer. No, sir, I had not.

Question. Did you ever hear any one say he had paid money for any contract for paper or on paper that had been delivered and rejected, and which was afterwards received?

Answer. I know that at one time there were some thousands of reams rejected which were afterwards received.

Question. In what year was that?

Answer. I think in 1856; I am not positive as to the year; it may have been 1855; I know at one time the agent's warehouses in Georgetown, were filled with this rejected paper and a great deal of it was stored in this city.

Question. Who did that paper belong to?

Answer. Mr. Megargee.

Question. Will you now go on with your explanation?

Answer. This paper I afterwards understood was received; some time afterwards I was in Boston at the house of Rice, Kendall & Co., and had a conversation with Mr. Willard Rice upon the subject of that paper; he complained to me of the injustice of the matter, and

said it had cost him twenty-five cents a ream to pass that paper, and that the amount it had cost him was $1,200.

Question. Did he say who he had paid that amount to?

Answer. He said Mr. Megargee was there and that that amount of money was paid. I could not say who it was paid to.

Question. Who did you understand it was paid to?

Answer. I understood it was paid at the suggestion of Mr. Megargee.

Question. To whom?

Answer. To the parties who had charge of the matter of passing the paper. The paper was rejected here and without the compensation of 25 cents per ream, it could not be passed. That amount of money was extorted from Rice, Kendall & Co., as Mr. Rice told me and he complained of it bitterly.

Question. Had all this paper been manufactured by Rice, Kendall & Co?

Answer. I think not.

Question. Then the amount of $1,200 paid by that firm was only on a portion of the paper that had accumulated.

Answer. That is what I understood from Mr. Rice at the time.

Question. Do you know who manufactured the other portions of that paper.

Answer. I could not say with any certainty; I think Mr. Rice mentioned the names of others, but I could not say who they were.

Question. Did Mr. Rice say anything further about the matter?

Answer. I could not say that he did. It was a general conversation.

Question. You stated a moment ago that the sample of 45-pound paper which you furnished in the fall of 1856, for the contract of 1857, was too well finished. Will you please look at the paper furnished under that contract as appears in the report on finance of 1856–7, and see how the paper which you furnished a sample of compared with that of this book?

Answer. There is no comparison at all.

Question. Will you state how much better the paper you offered to furnish for thirteen cents is than the paper which appears in this book?

Answer. For the sheet I am looking at I could not get eleven cents here.

Question. Would eleven cents have been a fair price for it in 1856, at the time the contract for 1857 was awarded?

Answer. It would, I think; I have furnished a better paper second hand, decidedly better in color.

Question. Will you please look at the Commerce and Navigation Report for 1856–'7, which appears to have been printed on the paper furnished under the contract of the fall of 1856, and inform me whether that is the same class of paper?

Answer. I think it is rather better in some respects; it is made a little better.

Question. How much was that paper worth in the fall of 1856?

Answer. It was not worth more that 12½ cents; it could have been furnished in market at 12½ cents.

Answer. We did.
Question. To whom?
Answer. To John H. Hall.
Question. No one then had the right to collect money for you from the government except John H. Hall?
Answer. No, sir.
Question. What commission did you pay Campbell, Hall & Co?
Answer. We paid them the same commission which we paid in our regular business.
Question. What was that?
Answer. Seven and a half per cent.
Question. What did that include?
Answer. It included everything as far as New York. From there to Washington we allowed them half a cent per pound for freight, cartage, insurance, and all expenses from New York.
Question. Did the seven and a half per cent. include the guarantee for payment?
Answer. Yes, sir.
Question. Is that the usual rate of commission?
Answer. It is.
Question. What is the usual rate without the guarantee?
Answer. Five per cent.
Question. Did you pay Campbell, Hall & Co. any other commission or compensation on that paper?
Answer. We did not.
Question. Did you understand that any portion of that seven and a half per cent. was to be paid to any other person for any service in connexion with your contract?
Answer. We did not.
Question. Did you pay anything, directly or indirectly, for that contract with the government?
Answer. We did not.
Question. Did any one do so for you?
Answer. Not to my knowledge.
Question. Have you ever paid, in the nature of a loan or by direct payment, or in the shape of a gift or donation or bonus, any amount to Mr. Seaman, or to any one else having reason to believe it for his benefit, or to any one else except Campbell, Hall & Co., as you have already specified, for any contract for paper to be supplied for the use of the government?
Answer. We never did.
Question. Has any one else done so for you?
Answer. No, sir.
Question. Do you know of any transaction of that kind connected with or growing out of that paper contract?
Answer. I do not.
Question. Had you any agent in the city of Washington?
Answer. We had not.
Question. Your whole business, then, was transacted through Campbell, Hall & Co.?
Answer. Yes, sir.

Question. Were your bids made through Campbell, Hall & Co.?

Answer. That I could not tell; I do not know. The contract was awarded to us.

Question. Who managed the business for you in securing your contract?

Answer. I presume Campbell, Hall & Co. did, but I cannot speak positively.

Question. Was any deduction made on your account by Campbell, Hall & Co., except that for their commission of 7½ per cent.?

Answer. No, sir.

Question. Did you ever speak to Campbell, Hall & Co., or to any member of the firm, about the impropriety of charging for a guarantee on a government contract?

Answer. I don't recollect that I ever did.

Question. Do you know whether any of your firm did so?

Answer. That I do not.

Question. Have you ever had any conversation with Campbell, Hall & Co., or with any member of the firm, upon that subject?

Answer. Not to my recollection.

Question. Did you know that you were paying Campbell, Hall & Co. 2½ per cent. for a guarantee, when no guarantee was needed?

Answer. I knew that we were paying 7½ per cent. commission.

Question. And that 2½ of that 7½ per cent. was considered as a guarantee?

Answer. They furnished us funds to carry on our business.

Question. Did not Mr. Hall, or some member of the firm, inform you that a certain percentage had to be charged in these matters, and that it was necessary to charge you 7½ per cent. in order to cover the entire expense, independent of the half cent you allowed for freight, cartage, &c., from New York to Washington?

Answer. No, sir; I have no recollection of any such conversation.

Question. Then any information about this transaction desired by this committee would be in the possession of Campbell, Hall & Co.?

Answer. I presume so; I know nothing of the matter more than I have stated.

Question. Do you know anything about the accounts or business conduct of Mr. Seaman, while in the office of Superintendent of Public Printing, which it is important for this committee to know, in order to arrive at a just conclusion in the premises?

Answer. I do not.

Hon. MATHIAS H. NICHOLS having been called at the request of Mr. Seaman, was duly sworn, and testified as follows:

Question. Do you know anything about the business and books of Mr. Seaman, the late Superintendent of Public Printing?

Answer. Not particularly.

Question. Do you know anything about the Japan Expedition having been delivered at the folding room, and of short numbers having been sent in?

Answer. I do.

Question. Will you please state to the committee what you know in reference to the matter?

Answer. In the last Congress there was a resolution introduced by some member from New York—I think by Mr. Morgan—requesting an examination of the books at the superintendent's office, in reference to the delivery of the Japan Expedition. It was alleged that there were some two or three hundred copies short. I made an examination into that question, and I ascertained this to be the case: that dividing the number of copies printed by the number of members and delegates, I think the remainder was from 160 to 190—there were at least 160 copies over; and as to where these copies went was the particular subject of investigation. I found that President Pierce had sent orders to the superintendent's room, which had been honored, for about fifteen or twenty copies; that Mr. Toucey had sent for four copies; Colonel Davis, I think, got two, and Mr. Marcy several copies. At any rate, some forty-odd copies had gone to the different departments and to the President, on their orders, and which had been taken from the books printed by order of the House. This left from one hundred and twenty to one hundred and forty-odd copies still unaccounted for in the folding room. I brought the facts to the attention of Mr. Darling, then doorkeeper of the House, and to his superintendent, Mr. Babcock. They said that they had investigated the matter since the introduction of the resolution, and wished me to make a report to the House on the subject; that they had just discovered the books in a room attached to the folding room, where they had remained undiscovered, or had been mislaid, up to that time, and which had caused the discrepancy. I was taken to the room, I believe, where they were, and saw the books which purported to be the missing copies of the Japan Expedition. I reported to the House that there were books sufficient to supply the ratio of forty-one copies for each member and delegate.

Question. Did this embrace the whole work or only a particular volume?

Answer. It embraced the whole work.

Question. Do you know anything further which it is important for this committee to have before them, in order to arrive at a just conclusion in this investigation?

Answer. I know this; that in reference to several other works, we investigated the matter of their delivery, and in reference to Herndens', Gibbons', and perhaps two or three other works, a discrepancy existed in the number accounted for at the folding-room, with the number ordered to be printed, and I perhaps could explan how that discrepancy arose. My own judgment is, that while some copies may have been abstracted from the wagons as they were delivered, there were instances where gentlemen, new members of the House, have through courtesy, perhaps, obtained copies of these books, to which they were not entitled under the resolution of the House, but which had been taken from the general mass, and handed to them as a mere matter of courtesy. I have myself several times given my consent to have books taken from my regular number to supply some one else; a new member who was not entitled to a copy for himself. I wish to say in addition, that so far as the Printing Committee is concerned, that there is but one single contract which we have the power to let,

and that contract was let in the 34th Congress, at rates some twenty-two per cent. below the prices paid in the 33d Congress. In my judgment it was let too high even in the 34th Congress, but we acted with the best lights we had before us, and from a careful examination of the estimates of a good many of the book-binders in this city. For the present Congress we let the contracts for binding to the lowest bidder?

Question. The contract to which you refer, over which the Committee on Printing have control, is for binding?

Answer. Yes, sir; and only for cloth binding for extra copies. In reference to any other contract, for paper, for engraving, or for any other work, the Printing Committee have no more to do with it than this Select Committee. It is a matter that is referred exclusively to the office of Superintendent of the Public Printing, and to the Committee on Engraving. Our only power in reference to the matter is to settle any dispute that may arise between the Superintendent of Public Printing and the Public Printer, in reference to the bills of the Printer; but there has never any such dispute arisen, except in one instance, which was during the administration of the present Superintendent, and in that instance, the committee, I believe, sustained Gen. Bowman's construction of the law. As regards Mr. Seaman's accounts, I know nothing at all about them, except that his certificates for embossed binding in the 34th Congress, were in accordance with the contract of the committee.

Question. Do you know anything further which you think proper to communicate to the committee?

Answer. I do not know anything further of importance.

Question. What position did you hold on the Committee on Printing in the 34th Congress, and what do you hold in the present Congress?

Answer. I was chairman of the Committee on Printing in the 34th Congress and am a member of the Committee on Printing for the present Congress.

Question. Were you a member of that committee in the 33d Congress?

Answer. I was not.

JOHN CASSIN sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In Philadelphia.

Question. What is your business?

Answer. Lithographing and coloring.

Question. Have you ever done any work for the government?

Answer. Yes, sir.

Question. Did you do any work for the government during Mr. Seaman's superintendency of the public printing?

Answer. Yes, sir.

Question. Will you state what work you did under Mr. Seaman's superintendency?

Answer. Mr. Bowen, with whom I was formerly associated, obtained a contract for work on the Japan Expedition. Then there was another

contract for work on the report of the Pacific Railroad survey, which I think was in my own name; I cannot state positively, however.

Question. Was the contract in your individual name for the Japan Expedition?

Answer. Not the original contract to which I referred. There was another contract on that work for coloring the plates of fishes and shells, which, according to my present recollection, was obtained in my own individual name after the decease of Mr. Bowen.

Question. The work on the Pacific Railroad Report was in your own name?

Answer. That is my recollection. I am not positive about it.

Question. Was that a large or small contract?

Answer. It was the largest I ever had from the government.

Question. Did you do any further work for the government during Mr. Seaman's superintendency?

Answer. I did not. The work on the Pacific Railroad Report was not finished when Mr. Seaman went out of office.

Question. Did you do any work on Major Emory's Boundary Survey Report?

Answer. Not during Mr. Seaman's time.

Question. When did you do it?

Answer. The contract was awarded to me during Mr. Seaman's administration, but for some reason the work was suspended, and when directions were given to have it resumed, it was reduced to about one-third of the original order.

Question. Is that work completed?

Answer. No, sir.

Question. Those are the only three works contracted for by you during Mr. Seaman's administration?

Answer. Yes, sir.

Question. Do you recollect the amount of your contract for the Japan Expedition?

Answer. I do not think I do; my accounts have been kept in a very careless manner. My impression is, that the contract amounted to about $32,000.

Question. Do your books show the exact amount you have received from the government?

Answer. They do not. The only account kept in my books has been of quantities and not amounts.

Question. Is $32,000 the amount you have received from government on that work?

Answer. Yes, sir; about that.

Question. Will you be kind enough to state the amount of your contract for work on the Pacific Railroad Report?

Answer. About $63,000.

Question. What is the amount of your contract on Emory's Boundary Survey Report?

Answer. I think it is about $11,000. There are, I think, 25 plates, with an edition of 7,000 copies, a little short.

Question. Have you generally collected the certificates received from the government for this work?

Answer. Sometimes I have.

Question. Have you had any agents in Washington to attend to your business?

Answer. I might say that two or three persons have at times acted as agents for collecting my bills.

Question. Will you state what duties the parties have performed, and their names?

Answer. It will perhaps be necessary, if the committee will allow me, to make a preliminary statement: At the time the first contract was awarded to me, the business was conducted, as I said, by the firm of Bowen & Cassin. Before the contracts were signed, and at the very time when the whole matter was suspended, Mr. Bowen died quite unexpectedly. I was aware that Mr. Bowen's estate would have to be settled, and I was compelled to make some financial arrangement in reference to the collection of my bills here. I gave Mr. George Gideon some bills to collect, or at least I gave him one. I do not recollect of giving him more than that. Mr. Wendell had a much larger amount to collect for me. Mr. McGuire has also, I think, acted in that capacity. On all three gentlemen, particularly Mr. Wendell, I have drawn for advances on the bills before they became due, and have authorized them to collect the bills from the government, particularly where the appropriations had been exhausted as they were about this time last year.

Question. When did Mr. Wendell first commence to act for the firm of Bowen & Cassin?

Answer. At a very early period.

Question. Was it before the first contract had been awarded?

Answer. No, sir; long after that.

Question. How did you get that work from government; by bids from advertisement; or in what way?

Answer. Entirely through bids on advertisement.

Question. Did you have any agent in Washington before you got your contract, or while your bids were pending?

Answer. No, sir.

Question. Had you any acquaintance with Mr. Wendell before that time?

Answer. I knew Mr. Wendell, through Mr. McGuire, for several years before. Mr. McGuire has been an acquaintance of mine, I suppose, for twenty years.

Question. Had you any personal acquaintance with Mr. Seaman before that contract was awarded?

Answer. None whatever.

Question. Had you any personal acquaintance with Mr. Gideon before that time?

Answer. None whatever.

Question. Will you state what percentage you have paid on the contracts you have received from the government during Mr. Seaman's superintendency to those gentlemen, or to any other gentleman in the city of Washington, the city of Philadelphia, or any other place?

Answer. I have never paid a percentage on work. I have paid a percentage on bills for which I have received advances of money.

Question. Have you paid no per centage upon the contracts?

Answer. No, sir.

Question. Have you not paid to any parties in Washington, Philadelphia, or New York, a per centage for obtaining contracts?

Answer. I have had no arrangement of that kind, certainly.

Question. Will you please state whether you have paid, directly or indirectly, either in the nature of a loan, gift, present, bonus, or in any other way, any money to Mr. Seaman, or for Mr. Seaman's benefit through other parties?

Answer. I never did, a single cent. And now I beg leave to say emphatically that I have never paid one cent to Mr. Seaman. I have never loaned him a single cent, and never have received from Mr. Seaman any intimation of that description.

Question. What have you paid in the nature of commissions of any character to parties acting as your agents in Washington?

Answer. I remember in one instance I paid to Mr. Gideon $500, I think it was, upon a single bill of $5,500. I had to have the money, and went to Mr. Wendell and to Mr. McGuire, but they could not raise it for me. I have paid money also to Mr. Wendell, but I understood it to be, as it certainly is to my mind, in consideration of advances, interest and discount paid on my bills. I will not swear positively that I ever paid to Mr. McGuire for such consideration, but my impression is that I have.

Question. How much have you paid to Mr. Wendell; can you give any idea?

Answer. I cannot.

Question. Have you any memorandum in your books of it?

Answer. I have not. It will amount to several thousand dollars.

Question. Have you ever loaned Mr. Wendell any money?

Answer. I have not.

Question. Is Mr. Wendell in debt to you now for money loaned or otherwise?

Answer. Mr. Wendell is indebted to me now, I think, about $1,200. At the time the deficiency bill was passed last spring I had entrusted bills to Mr. Wendell to a considerable amount, which then went into his hands.

Question. In what way did it go into the hands of Mr. Wendell?

Answer. The bills were assigned to Mr. Wendell. I had received acceptances from him to some extent, but there was a balance due me.

Question. How large a balance?

Answer. I think about $1,200 or $1,500. I have yet to ascertain the amount of some charges which I suppose Mr. Wendell will have against me.

Question. How much have you paid to Mr. McGuire, Mr. Gideon, and Mr. Wendell, in your entire transactions with the government in respect to lithographing and coloring?

Answer. I really cannot tell exactly; I suppose it would amount to $5,000.

Question. Would it not amount to more than that?

Answer. It does strike me that it would. I remember the transac-

tion with Mr. Gideon particularly, because I thought $500 a very heavy shave on $5,500.

Question. Do you know how much was retained in the hands of Mr. Wendell of the money applied in the last deficiency bill to your contract?

Answer. I think it was about $10,000. There was $29,000 and some hundred dollars which was paid to me, but a portion of that amount was left in Mr. Wendell's hands.

Question. Did you keep any account of these transactions with Mr. Wendell.

Answer. I did not.

Question. Will not your books show these transactions?

Answer. They will not. They were mere cash transactions, and I kept no account of them.

Question. Have you ever received any money from other parties for contracts for engraving or other matters from the government?

Answer. I once had a transaction of that kind some years ago.

Question. With whom?

Answer. With Mr. Duval.

Question. What transaction was that?

Answer. It was in relation to Gilliss' work.

Question. Did you get the contract for him?

Answer. I merely exercised my influence. Mr. Gilliss himself seemed to have a good deal to say in reference to the matter. He was very much in favor of the contract being given to another party, who proposed to print in colors, which, in my opinion, he scarcely understood how to do. At any rate I was very much opposed to that kind of art in our business. I had made a proposal for myself, or for the firm, to do the plates for the work, but did not get it; our price was too high. When I found I could not get it myself, I wanted some parties should get it who would do the work in a suitable manner. Mr. Duval proposed for a small matter, I think it was five per cent. on this contract, that I should use my influence in getting it for him. I did succeed in getting it for him, and received that per cent., although my principal object was to prevent these things from being printed in colors.

Question. Do you recollect how much you received from Mr. Duval?

Answer. I do not. It was $300 or $400, or some small matter. It was 5 per cent. on the contract for birds only. I think Mr. Duval did a large amount of the work on Gilliss' report, but what I received had reference only to the plates of birds, and it was a mere gratuity on the part of Mr. Duval—in fact, I did not ask him for it.

Question. Was that amount paid in one or two payments?

Answer. I think it was paid in two or three notes, but my impression is the amount altogether was only $500.

Question. Have you ever procured any printing or work for Sinclair & Co.

Answer. I have not.

Question. Have you ever had any other transactions of that kind with any other houses?

Answer. I do not recollect any other similar transactions at present.

I may have recommended Mr. Sinclair, but I am sure he never paid me a cent for it.

Question. Do you know whether any intimacy existed between Mr. McGuire and Mr. Seaman?

Answer. Not that I am aware of.

Question. Do you know whether any such intimacy existed between Mr. Wendell and Mr. Seaman?

Answer. I know that there was an official connexion between them. That is all I know in relation to the matter.

Question. Will not the amount you have paid to Mr. Wendell during these transactions amount, in the aggregate, to as much as $7,000.

Answer. I am disposed to think that to Mr. Wendell alone it would amount somewhere in the neighborhood of $5,000; perhaps between $5,000 and $7,000.

Question. Do you not think it may perhaps go above $7,000?

Answer. I think not.

Question. Have you ever heard of any one else paying money to Mr. Wendell, Mr. Gideon, or Mr. Seaman, for obtaining contracts from the government?

Answer. It strikes me that I have seen such things in the newspapers.

Question. Do you know of any instance of that kind?

Answer. I do not.

Question. Are you acquainted with Mr. S. J. Megargee, of Philadelphia?

Answer. I am.

Question. Are you intimate with him?

Answer. I am not.

Question. Have you ever paid any money to him for contracts?

Answer. Not a cent.

Question. Have you ever had any moneyed transactions with him connected with the government work or business?

Answer. I have not.

Question. Have you ever had any such transactions with Charles Megargee?

Answer. It appears to me that Mr. Levis, who is in that firm, once got an acceptance discounted for me when I was hard up; that is all.

Question. Do you know anything else about the business conduct or accounts of the late Superintendent of Public Printing, (Mr. Seaman,) that it is important for this committee to know, in order to come to a just conclusion in this investigation?

Answer. It does not occur to me that I do.

FRIDAY MORNING, *February* 18, 1859.

JACOB GIDEON, a witness called at the request of Mr. Seaman, was duly sworn, and the questions were put to him at the suggestion of Mr. Seaman, except those necessary to explain the testimony, which were put by the Chairman.

Question. Are you a practical and employing printer?

Answer. Yes, sir.

Question. Will you state whether if a job was sent to you to be executed containing the name of a person, and on the next day the same job was sent to you to be printed for another person, requiring alterations in the name and residence, though the body of the matter was the same, would the universal custom of the trade entitle you to re-composition, even if the job was sent to you by the same party seventy-one times, to be executed each time for a different person, and involving an unlocking of the form and a change of name and residence in each case?

Answer. I can tell what was my own practice while I carried on the business in Washington, and that extended over a period of fifty years, in one capacity and another. When I received two or three or more orders for jobs on the same day, and they required slight alterations, I only charged for the time consumed in making the alterations. For instance, if changing of the name or place might take a quarter of an hour, and perhaps an hour, I charged for that time whatever it was. But if orders for the same work were sent to me at different periods, I should think myself entitled to charge, and would charge, for a re-composition of the job. That is, or was, the invariable practice while I was in the business.

Question. Do you know that there is a law providing that only one composition shall be charged in such cases for government work?

Answer. I understand there is such a law, but I was out of business before such a law was passed.

Question. Would you charge for different compositions without any deduction if the form was standing, and you knew that the same job would be ordered from day to day, or from week to week, from the same customer?

Answer I do not think that I should. When I did work for the Treasury Department, for instance, and I did it for a number of years, the great bulk of their office printing was the printing of warrants. I always kept those forms standing, for I knew that they would probably make four, or five, or six orders during the year. I never was required to make any deduction on that account. If I had type enough in my office to keep a form standing that was my fat, because I chose to go to the expense of buying type enough to do so. Were I the public printer under the law to which you have referred, I should keep the form standing, not expecting to be paid except for the alterations; but I am rusty in printing matters, having been out of the business for ten years.

Question. Suppose you were the government printer, and an order for post office blanks, of which a large amount are printed annually, were sent to you from day to day, and you were required simply to unlock the forms and change the name of the postmaster and the place, would you consider it just and proper to charge for composition for 71 times, if 71 such orders were given to you?

Answer. I think not.

Question. If a new blank, not known to the law at the time of its passage, was ordered to be printed, and you should receive 71 different orders at different times for the said blank, with the alterations speci-

fied, would you consider it customary to charge 71 compositions in making up your bills from day to day?

Answer. That would depend upon circumstances. I might charge them at the different times they came in as separate jobs; if all the orders came together I would not charge them as separate jobs; nor would I if they came in within a period of three, four, or five consecutive days. If one job were to come to-day, another next week, and another the week after, and so on, I should think myself entitled to separate composition.

Question. If those 71 orders were all from the same firm, with the alteration only of name and place, or if such alterations should be sent in from the same party within a week or ten days, would you charge 71 compositions?

Answer. I do not know. I rather think I should if I could.

Question. Would that be the custom of the trade?

Answer. I think it would be. Until the printing of the department became so large as it is at present, there was no office in Washington which could keep a job of any magnitude standing in type, and, consequently, we were obliged in many instances to distribute the form, although we knew it would soon have to be set up again.

Question. How long since you left the business?

Answer. About ten years ago.

WILLIAM E. IMLEY sworn:

Question, (by the Chairman.) Where do you reside?

Answer. At Pomfort, Connecticut.

Question. Had you anything to do with supplying the government with paper under Mr. Seaman's superintendency?

Answer. I had for one year.

Question. State what contract you had in your name, and for what class of paper?

Answer. I had a contract for supplying 45 and 52 pound paper.

Question. State how you got that contract, the circumstances attending it, how it was first brought about, how you became acquainted with Mr. Seaman, &c.

Answer. Mr. Seaman came to our place some time in the year before the contract was made, along in the summer. He was going through the New England States visiting the different mills. He called upon us at that time. I do not recollect whether he introduced himself or not. I took him to the mill and showed it to him, and after that we made the contract.

Question. State what that contract was.

Answer. He agreed, in conversation with me, that I could have the contract for a certain sum of money per year.

Question. State what was the agreement between Mr. Seaman and yourself.

Answer. He said he thought the contract would be worth about $7,000 a year, and I agreed to give it to him. I then bid for the contract and obtained it. I then proposed to my father to place $7,000 at my disposal. The contract was taken in my name. My father and myself were acting together, though there was no written

partnership between us. In taking the contract I took it for him in a measure, as he controlled the property. He had no knowledge of the nature of the contract I made with Mr. Seaman, and when I afterwards applied to him for the money to use for that purpose he wanted to understand what it was for. I did not choose to explain it. He was an old man, and I did not want to trouble him about it; but he refused to give me the money because he did not exactly understand for what purpose I wanted it. The contract was not fulfilled in regard to giving the $7,000 afterwards.

Question. Do you know whether any money was paid to Mr. Seaman, or to other parties, believing it to be for Mr. Seaman's benefit?

Answer. Of my own knowledge I do not know of any money being paid directly to him. I only know that Mr. Augustus Smith, of the firm of Campbell, Hall & Co., of New York, afterwards worked himself in with Mr. Seaman, and I understood from a conversation I had with my father afterwards that they were constantly trying to extract money from him, to be paid upon the government contracts. They had certain contracts of their own at that time, and they worked themselves into this contract which was originally given to me.

Question. They were your commission merchants?

Answer. Yes, sir.

Question. Did your father pay anything?

Answer. I cannot say.

Question. Do you know whether any notes were sent to your father to be signed upon that contract?

Answer. Mr. Augustus Smith wrote him a note requesting him to sign a draft for $10,000, payable to Mr. Eichells, who was a clerk for that firm at that time.

Question. Did your father make those notes?

Answer. I urged him not to make them, and I do not suppose he did. My impression is, they were never made.

Question. Did your father at that time express any feeling upon the subject of the taxes they were levying or trying to levy upon him?

Answer. He did; he considered it a game worked up to make him pay for a benefit they were deriving. He objected to paying any money as a bonus for getting the contract.

Question. Your father is since deceased?

Answer. Yes, sir.

Question. Do you know whether Mr. Seaman borrowed any money from your father?

Answer. He did.

Question. What amount?

Answer. My impression is that it was between three and five thousand dollars.

Question. Do you know whether it has been paid?

Answer. I think my father told me a portion of it was paid. Whether the whole of it has been paid I cannot say.

Question. Do you know how it was borrowed—directly, or through Campbell, Hall & Co.?

Answer. It was borrowed directly, and was looked upon by my father as an out-and-out loan.

Question. Do you know how these contracts are usually secured from the Superintendent?

Answer. By bids.

Question. Do you know anything peculiar as to the manner of making those bids?

Answer. I cannot say positively that I do. There were other ways of getting them than by direct bids.

Question. Do you know whether it was customary for parties to send in blank bids, to be filled in at the office, in order to cover up transactions?

Answer. It may have been done, but I have no knowledge of it.

Question. Have you any reason for believing that things of that kind were done?

Answer. I have.

Question. Was such a plan suggested to you?

Answer. Yes, sir.

Question. By whom?

Answer. By Mr. Seaman.

Question, (by Mr. Niblack.) To whom was this $7,000 to be paid?

Answer. To Mr. Seaman directly.

Question. Were you aware of any arrangement by which one cent per pound on the paper was to be paid to Mr. Wendell?

Answer. I do not believe that any such contract was ever made.

Question. Do you know anything of an effort upon the part of Campbell, Hall & Co. to make a charge of that sort?

Answer. I heard my father frequently speak of it, and I urged him never to submit to it.

Question. Was there any arrangement between your father and Mr. Seaman for the benefit of Mr. Wendell?

Answer. No, sir; Wendell's name was never spoken of.

Question, (by the Chairman.) Did you hear the name of Campbell, Hall & Co. connected with that contract?

Answer. Never.

Question, (by Mr. Covode.) Had you a written contract with Mr. Seaman in reference to the payment of that $7,000 bonus for the contract?

Answer. No, sir; I suppose Mr. Seaman would not like to have it in writing.

Question. Were you not satisfied that the reason why the contract passed into the hands of Campbell, Hall & Co. was because you refused to pay the $7,000?

Answer. Perfectly satisfied of it.

Question, (by the Chairman.) This contract or business with the government was done through the hands of Campbell, Hall & Co. What circumstance led your father to transact his business through them?

Answer. My father was involved and was heavily indebted to them, and he was obliged to be in their power for some length of time. They controlled him in a measure. He could not get away from them.

Question. Then you believe that the influence they had over your

father growing out of that circumstance was the reason why this contract passed through their hands as his commission merchants?

Answer. Yes sir.

Question. Was there not prior to that a contract between your father and Campbell, Hall & Co. that they were to sell and to have a commission upon all the paper manufactured by your father which they sold outside of the State of Connecticut?

Answer. There was; and he was in their power for money which they had advanced, and that contract existed during the time he supplied paper to the government.

Question. Do you know of any other paper manufacturers who have paid Mr Seaman a bonus for contracts?

Answer. I do not.

Question. Did Mr. Seaman inform you at the time the contract was made that such contracts usually paid, and that they could not be had without pay?

Answer. I cannot say that he did.

Question, (by Mr. Covode.) Did he tell you that it was customary to pay for contracts?

Answer. He said the contract was worth about so much. Figuring up the full commission of paper men in New York, he said if he took half it would be doing remarkably well for us.

Question, (by the Chairman.) Then he made out the amount of $7,000 as half commission?

Answer. Our commissions to Campbell, Hall & Co. amounted to $20,000 a year.

Question. Did not the payment of this bonus of $7,000 enable you in some way to charge the government more for the paper than you otherwise would have charged?

Answer. No, sir; the government would never be the loser by it. The loss would fall upon the manufacturer.

Question. Then why was it that proposals were sent in blank to be filled up here in the office?

Answer. I cannot say, except that contracts had to be made upon bids. The government would not be the loser, because the paper had to be equal in quality to the advertised sample.

Question. But if you had not paid a bonus you could have supplied the paper cheaper?

Answer. Yes, sir.

Question, (by the Chairman.) Was there paper manufactured and received here much inferior to sample?

Answer. I cannot say that it was. The paper was kept up to the sample. The sample sheet was always kept before the manufacturer, and the paper was kept as near to it as possible. At times the water might tinge the paper a little, but not often.

[The above testimony was read over to Mr. Seaman by the direction of the committee, and Mr. Seaman said he had no questions to put to the witness.]

GEORGE R. RIDDLE, a witness called upon the request of Mr. Seaman, was sworn, and the questions were put to the witness upon the suggestion of Mr. Seaman, except such as were necessary to explain the testimony, which questions were put by the Chairman.

Question. Were you during the thirty-third Congress chairman of the Committee on Engraving of the House of Representatives?

Answer. I was during part of the thirty-second and during all the thirty-third Congress.

Question. Please state how the contracts for engraving and other work of that character were given out.

Answer. I think during the time I was chairman of that committee no heavy contracts were let. The Pacific Railroad Reports were ordered to be printed while I was in Congress, but the contracts for engraving were made after my time had expired. The only heavy contract let during my time was engravings for the first and second volumes of Gilliss' Report; and it was the invariable rule of the committee, according to a resolution which I prepared at the instance of Senator Johnson, chairman of the Committee on Engraving of the Senate, to require the Superintendent of Public Printing to notify the engravers, on a list which we furnished him, in the cities of New York, Philadelphia, Baltimore, Boston, and Washington, that certain work was to be executed, and to invite bids. The proposals were opened in our presence. This was required by Mr. Simmons, Mr. Walsh, and myself. The first contract we let was for work for the Patent Office Report. We took the average bid of the three best bidders, and divided the work among those three persons. The contractor here failed to furnish his quantity in time, and we took the work away from him and gave it to a man in Philadelphia; but we required the Commissioner of Patents, or Mr. Brown, a man in the Patent Office, to approve the work. In reference to the heavy work for Gilliss' Report, at my request Secretary Dobbin authorized Lieut. Gilliss to visit the cities of Baltimore, Philadelphia, New York, and Boston, to test the works of artists and to get propositions for executing the work. He came to me with the proposals and submitted them to me. We then agreed upon the persons who should execute the work, and I authorized either him or Mr. Seaman, I do not recollect which, to make contracts with those persons, and the work was subject to the approval of one of them. I had nothing to do with the third volume of Gilliss' Report.

Question. State the name of the contractor in Washington from whom you took the contract in consequence of the non-performance of the work on the Agricultural Report?

Answer. It was Mr. Graham, I think. Before I was appointed upon that committee there were no regular entries made of the doings of the committee; I went to Mr. Hammond, of Missouri, and he induced me to take his place upon the committee; he served upon the committee but I acted as chairman; I then opened regular books and had all resolutions entered in it.

Question. Did you authorize the Superintendent, or any one else, to let contracts during vacation?

Answer. I think not; our authority as a committee ceased on the

fourth of March, and all those having contracts were made after I left Congress.

Question. You left Congress on March, 1855?

Answer. Yes, sir.

Question. Did the Committee on Engraving exercise the entire control of this work during the sitting of Congress, or did they at any time give any discretionary power to the Superintendent of Public Printing to let the work?

Answer. As far as the letting of contracts was concerned the committee were particularly careful not to let either Mr. Seaman or his predecessor select the contractors; but I am under the impression that we allowed them to approve the work, thinking they were better qualified to do that than we were; I think the work was to be done to their satisfaction.

Question. Did you select the engravers and lithographers to do the work?

Answer. We did.

Question. Did Mr. Seaman, as Superintendent, at any time manifest any anxiety to secure work to any particular engravers or lithographers?

Answer. I cannot say that he manifested any particular anxiety; I think he suggested several individuals whose work, he said, was superior.

Question. Can you mention the names of any parties whose work he suggested as being superior in character?

Answer. I cannot; I think he named one man in Philadelphia, but I may be mistaken.

Question. What was his name?

Answer. He was a man who executed part of the work for Gilliss' Report.

Question. Was it Mr. Duval?

Answer. No, sir.

Question. Was it John Cassin?

Answer. No, sir.

Question. Was it Mr. Sinclair?

Answer. I think that is the name.

Question. Do you know whether Mr. Seaman ever recommended the house of Duval & Co., of Philadelphia?

Answer. I cannot say.

Question. Do you recollect whether he recommended Sarony, Major & Knapp?

Answer. I do not.

Question. Mr. Ackerman, of New York?

Answer. I think he did for the Coast Survey Report. I endeavored, while in the committee, to get rid of all that work. I introduced a resolution to transfer it to the Coast Survey Office. I offered a similar resolution in reference to the Patent Office Report, but the committee would not listen to me.

Question. Do you know whether Duval & Co. were contractors for government work before Mr. Seaman came into office?

Answer. I think they were. I think they had a contract to do a

part of the work for the Patent Office Report under Mr. Towers, the former Superintendent.

Question. Do you know when Mr. Seaman came into office?

Answer. I think he was appointed to the office upon the meeting of Congress next after Mr. Pierce came into office I judge in this way: when his first term expired I went and recommended to the President a friend of mine for the office; and that was just as I was going out of Congress.

Question. You think Mr. Seaman came into office in the fall of 1853?

Answer. Yes, sir, at the meeting of Congress in 1853.

Question. Do you know when the engravers and lithographers were placed more directly under the charge of the Superintendent of Public Printing?

Answer. I cannot say, but I think it was on the 18th of January, 1855.

Question. Was there a resolution then passed placing them more directly under his supervision?

Answer. The resolution which I hold in my hand, giving it one construction, would place them more directly under his supervision; but, according to my construction of it, it would not.

Question. Will you read it?

The Witness. "*Resolved*, That hereafter, when any charts, maps, diagrams, views, or other engravings, shall be required to illustrate any documents ordered to be printed by either house of Congress, such engravings shall be procured by the Superintendent of the Pubilc Printing, under the supervision and direction of such committee as the House ordering the printing of any such document shall direct." We chose to exercise a supervision, and we did it.

Question. While you were chairman of the committee were all the contracts for engraving and lithographing let directly by the committee without any interference upon the part of the Superintendent of Public Printing?

Answer. Yes, sir, without any direct interference. He may have recommended persons, but as a general rule we allowed the authors of the works to select the persons.

Question. You mean during the session; but during the vacation did the Superintendent let the contracts?

Answer. I am under the impression that, under another resolution of the committee, the Superintendent had, during the last year I was upon the committee, power to make contracts in vacation.

Question. Then, under a general resolution passed by the committees, the Superintendent had power, after a certain time, to make contracts for work?

Answer. My impression is, that I drew up such a resolution for both committees, and that it passed the committees, allowing the Superintendent in vacation to contract for any work which was necessary; but I cannot say positively.

COLUMBUS DENHAM, a witness called at the request of Mr. Seaman, was duly sworn, and the questions were put to him at the suggestion

of Mr. Seaman, except those necessary to explain the testimony, which were put by the Chairman.

Question. Where do you reside?

Answer. In Washington.

Question. What is your business?

Answer. I am a bookbinder.

Question. Were you engaged in binding for the last House of Representatives?

Answer. Yes, sir.

Question. How?

Answer. As foreman, or as sub-contractor, of Joseph R. Williams.

Question. State to the committee how many copies of the Kansas Report were bound and delivered.

Answer. Twenty thousand.

Question. Where were they delivered?

Answer. Under the direction of the Superintendent of Public Printing, at the folding room.

Question Was the actual delivery made at the folding room?

Answer. Yes, sir; at least, I always instructed my men to carry them to the folding room, and I presume they did.

Question. Can you state, of your own knowledge, that that whole number was bound and delivered?

Answer. I should rather say they were. My men always brought back the receipt of the Superintendent.

Question. Do you know that the whole number were bound?

Answer They were, to within some two hundred volumes. I commenced binding them in August, and the great bulk of them were finished in September. Three or four hundred were then left, which were not delivered until the following March. Of that four hundred some were delivered to me in sheets by the printer, some bound, and some, if my memory serves me right, in orders from members.

Question. Then I understand you to say that the whole twenty thousand copies were not bound?

Answer. All bound to within two hundred.

Question. Have you had any conversation with Mr. Nalley, Mr. Wendell's binder, upon that subject?

Answer. Only this morning.

Question. Did you not have a conversation with him upon that subject some time since?

Answer. Not that I recollect of.

Question. Did you not, in a conversation with him, complain that the whole number had not been sent to you, and that you could not get the pay for binding the same?

Answer. I might have done so between August and March, 1857 and 1858.

Question State whether the precise number bound stand charged upon your books.

Answer. They are all charged upon my books as bound.

Question. And did you receive a certificate for binding the entire twenty thousand?

Answer. I did.

Question. Do you not know that you received a certificate for binding the entire twenty thousand, knowing that a number had not been bound, and that there were nearly five hundred short?

Answer. No, sir; I delivered them all bound.

Question. Do you not know that between four hundred and fifty and five hundred copies of the Kansas Report were never printed nor bound, and that the number was made up by an exchange with southern members, giving them Patent Office Reports instead thereof?

Answer. There is a matter I forgot, and I thank you for bringing it to my mind. The last delivery I made in September, previous to those (in the neighborhood of four hundred) which I delivered in March, was six hundred volumes, and it strikes me now that I delivered Agricultural Reports—whether it was four hundred or six hundred I cannot say—in lieu of the Kansas documents. I understood there was an exchange with southern members.

Question. Who made that exchange?

Answer. I do not know.

Question. Do you not know that Mr. Nalley did it, as agent of the public printer?

Answer. I presume so, but I do not know.

Question. Did you furnish bound copies of the Kansas Report to the same members who took those five hundred or six hundred copies of the Patent Office Report in their stead?

Answer. No; I delivered Agricultural Reports in lieu thereof. I will say that six hundred volumes was my last delivery in September, and I think I can say positively that there were 19,000 and some odd hundred bound copies of the Kansas Report delivered.

Question. Do you know whether your account for binding the Agricultural Reports was ever credited with the number of Agricultural Reports thus exchanged for the Kansas Report?

Answer. I cannot say positively.

Question. Do you not know that you received a certificate for binding the entire number of the Kansas Report?

Answer. Yes, sir; but I will remark that I bound the entire number of the Agricultural Report ordered; that was 210,000.

Question. Who paid you for the extra binding?

Answer. It was paid by the Superintendent's office, as a matter of course.

Question. Then you got a certificate from the Superintendent for all the copies bound of the Agricultural Report?

Answer. Yes, sir.

Question, (by Mr. Harris.) What number over the order were bound?

Answer. In the neighborhood of 600; but my memory is not clear upon that subject.

Question. There were then 600 Kansas Reports you did not bind; the 600 in lieu of which Agricultural Reports were delivered?

Answer. About that number. In the last lot I had there were some bound copies delivered to me by the printer as for Kansas Reports.

Question. Did you receive pay for binding more than 210,000 copies of the Agricultural Report?

Answer. No, sir.

Question. The pay, then, you did receive all round was the pay you would have been entitled to receive if you had bound the whole of the Kansas Reports?

Answer. That is all.

Question, (by the Chairman.) Have you your books convenient in this city?

Answer. I have my receipt book and the rough minutes I kept.

Question. Who paid for the binding of the extra copies of the Agricultural Report?

Answer. They were paid for in lieu of the Kansas Reports.

Question. Then, if I understand your testimony, it is that you did not receive pay for binding the copies of the Kansas Report which were exchanged for the Agricultural Report?

Answer. I received pay for binding 210,000 copies of the Agricultural Report and 20,000 copies of the Kansas Report.

Question. But you say that 600 copies of the Agricultural Report were bound and paid for, which were taken in exchange for the Kansas Reports. How were they bound, and who paid for the binding?

Answer. They were bound and went to make up the 20,000 copies of the Kansas Report, and were paid for by the Superintendent of Public Printing as Kansas Reports.

Question. Then, in addition to the 210,000 copies of the Agricultural Report which you bound, you bound 600 copies, instead of that number of Kansas Reports?

Answer. Yes, sir.

Question. Where did you get the 600 copies to bind?

Answer. They were delivered to me by the public printer.

Question. Do you know anything about the general management of the business of the office of Superintendent of Public Printing?

Answer. No, sir; only so far as my own business was concerned.

Question. Do you know anything in regard to it which it is important for this committee to know, in order to arrive at a just conclusion in the investigation in which they are engaged, either for or against Mr. Seaman?

Answer. I do not. He always made me walk a chalk-line. I sometimes thought he did it arbitrarily.

Question. Did you ever give him any consideration to be liberal with you?

Answer. No, sir; I never exchanged a word with him about money.

WILLIAM H. NALLEY, a witness, called at the request of Mr. Seaman, was duly sworn, and the questions were put to him at the request of Mr. Seaman, except those necessary to explain the testimony, which were put by the Chairman.

Question. What is your business?

Answer. I am a bookbinder.

Question. Where do you reside?

Answer. In Washington.

Question. Have you been doing business for the government as bookbinder, and superintending work?

Answer. I have done work as agent of Mr. Wendell, Mr. Nicholson, and Mr. Harris.

Question. Please state at what time you became the agent of Judge Nicholson?

Answer. Some time in the latter part of the year 1854.

Question. Was that before or after the departmental binding was placed under the charge of the Superintendent of Public Printing?

Answer. Afterwards.

Question. Were you acquainted with the prices of departmental binding at that time?

Answer. In making my charges for work I had to refer to the contingent expenses, as published by the different departments, and took my prices from them.

Question. Do you know how the prices for departmental binding was fixed when that work was placed under the charge of the Superintendent of Public Printing?

Answer. I remember that a list of prices was brought to me to be governed by soon after I commenced business.

Question. Have you got that list with you?

Answer. I have had a copy of the list made out, and I brought it with me.

Question. State to the committee by whose direction it was furnished to you?

Answer. The Superintendent, Mr. Seaman, brought it, and placed it in my hands. That was the first that I saw of it.

Question. Was there any other gentleman who seemed to have charge of that matter?

Answer. I did not recognize any other person.

Question. Did you receive a letter from any of the heads of departments, stating that the price was fixed for binding?

Answer. No, sir; from no one except from Mr. Seaman himself, who gave me the letter and a list of prices.

Question. Did you get the letter from the Land Office?

Answer. I had a copy of it made at the Land Office.

Question. From whom did you get it?

Answer. From Mr. De Kraft, a clerk in the Land Office, from whom I get all my orders for binding.

Question. How do you know that it is a copy of any particular letter?

Answer. Because in paying my bill he referred to the list of prices.

Question. Please read the letter.

The letter was read, of which the following is a copy:

"WASHINGTON, D. C., *November* 8, 1855.

"MY DEAR SIR: I enclose to you herewith a statement of prices established by the Superintendent of the Public Printing to be paid for printing, binding, &c., blank books, &c. The examination made of

the statement seems to establish its justice, and therefore to make it a standard reference in settling all bills for work ordered by you.

"Truly yours,

"SIDNEY WEBSTER."

"Hon. THOMAS A. HENDRICKS."

Question. Please state whether that list of prices established by the Superintendent is higher or lower than the prices which prevailed before that list was published by the Superintendent.

Answer. I cannot state positively, but by a reference to the published documents of the departments I find that my charges there in some cases are much less than had been charged theretofore. When I have not known the exact charge to make I have gone to the persons who gave me the work and they gave me the prices theretofore paid, and I never charged much less than they had been paying, because I thought my work was done as well and appeared as good as that of any one else. I never knowingly charged over their prices.

Question. Do you do departmental binding now?

Answer. Yes, sir.

Question. What are the ruling prices?

Answer. The same prices that that list established.

Question. Do the departments pay those prices now?

Answer. Yes, sir; and always refer to that list to see whether my charges agree with the list.

Question. Do you know anything about the difficulty which occurred in reference to the Kansas Report?

Answer. I did know considerable about it; but it occurred so long since that it has escaped my memory.

Question. Do you know whether the whole number of that report was printed?

Answer. I feel confident in my own mind that the whole number was printed.

Question. Do you know whether they were all bound or not?

Answer. I know there was a discrepancy of about 460 copies between the binder and myself. I always got receipts for all that was printed under Mr. Wendell's superintendency. It was my duty to get receipts; but that document unfortunately run short, but it was not over 500 copies; and the only way I could account for it was in the loose way in which they were kept. They were kept in Naylor's building when Mr. Wendell carried on his business there. There was a great deal of running in and out, and those signatures could as easily be taken out as not. There were four or five signatures short. There was a great number of other signatures left over, more than enough to make up the complete copies, and to make up the deficiency. I endeavored to exchange, through Mr. Babcock, who was then in the folding room, the Agricultural Report of the Patent Office, of which I had a surplus, for them. He finally did exchange them with some southern members. He exchanged a sufficient quantity to make up the entire number.

Question. How did you exchange those?

Answer. Mr. Mulloy undertook to write to some members about it.

Question. Did you take bound copies of the Agricultural Report and exchange them for those copies which were due to southern members?

Answer. Yes, sir; in a good many instances.

Question. Where did you get those extra copies of the Agricultural Report?

Answer. They were printed over and above the required number.

Question. Who bound them?

Answer. I do not know.

Question. Did Denham or his agent bind them?

Answer. I think that was the year previous.

Question. Then they were bound by yourself.

Answer. I think so.

Question. Bound by yourself in place of the Kansas Reports?

Answer. Yes, sir.

Question. Your recollection is, that those bound copies were the Agricultural Report of the previous year, and that the whole exchange was made by yourself for Wendell?

Answer. Yes, sir.

Question. Then those Kansas Reports were not all bound by the public binder?

Answer. I recollect giving him some in sheets. How many I do not recollect. I gave Denham some bound copies to make up his number.

Question. These exchanges, then, were made through the folding room by yourself, in place of the Kansas Report, to which they were entitled?

Answer. Yes, sir.

Question. Was that exchange made exclusively by yourself for Wendell, or did the books go through the binder, and was the exchange made by the binder?

Answer. I think I delivered the greater part of the books myself. I would not be positive about it, it has been so long since.

Question. Did you ever hear Denham complain that those works had not been delivered at his bindery for delivery?

Answer. He urged me frequently to get it fixed up in some way so that he could get his certificate for the binding.

Question. Did he complain that the whole number had not been delivered? Did he not make a disturbance about the matter at the time?

Answer. I do not remember that he did. We understood each other, and worked together very harmoniously; and if there was any discrepancy of that sort, we would soon fix it up in some way.

Question. Did h not complain that he had not had his full number?

Answer. I do not know what you would call complaining. He says to me, "fix it up."

Question. Did he not say he had not had his full number to bind?

Answer. I knew he had not.

Question. Then, in order to fix it up, you got the bound copies of the Agricultural Report for the preceding year, and gave them to southern members.

Answer. I gave them to a young man under Mr. Babcock, who was then in the folding room. I do not remember his name.

Question. Do you know anything specially about the management of the Superintendent's office and his business?

Answer. No, sir.

Question. Were you ever up to the office during business hours?

Answer. I have been there at all hours.

Question. Were you ever delayed in your business in any way or form, and was not your business despatched regularly?

Answer. I never was delayed at all.

Question, (by Mr. Covode.) To whom did those Agricultural Reports belong which you exchanged with southern members?

Answer. I do not remember. I have before now received more than 500 copies from different persons.

Question. Were not those reports lying on hand, and did they not belong to the government?

Answer. No, sir, they belonged to me. I have on hand 900 copies of the Agricultural Report.

Question. Did the government pay for binding them?

Answer. No, sir.

Question. Did the government pay for binding those you gave to southern members?

Answer. I presume the government did pay for them.

Question. State to the committee whether, when your bills were brought in for departmental binding, the Superintendent did not certify to the account as for books received, and then you went to the department and obtained pay at their prices, or whether you received your price from the Superintendent's office?

Answer. I believe there is but one set of prices ever required to be passed through the Superintendent's office, and I believe they had to be certified by the Superintendent. That was before this list of prices was handed to me.

Question. Do you know of any parties getting any books which were bound at your office before they were delivered at the folding room?

Answer. No, sir; I never would, upon any occasion, let any books go out of the office without a written order from the proper authority.

THOMAS H. MULLOY, a witness called at the request of Mr. Seaman, was duly sworn, and the questions were put to him at the suggestion of Mr. Seaman, except such as were necessary to explain the testimony, which were put by the Chairman.

Question. What is your business?

Answer. A bookbinder by trade, but worked for Mr. Seaman as a messenger in his office, and at the same time examined the books in behalf of the government against the contractors, to see if the work was done in a business-like manner.

Question. State to the committee the manner in which the books were received by the Superintendent.

Answer. I had all the supervision of that matter myself. Mr. Lamborn generally went with me, but Mr. Seaman told me that when

Lamborn was absent I was to inspect the books, take their number, and return a statement to Mr. Lamborn.

Question. Were the books delivered directly to the folding rooms of the House and Senate by the binder?

Answer. They were brought directly to the House, and I received them and turned them over to the House.

Question. Did they ever pass through the office of the Superintendent?

Answer. No, sir. Sometimes the Superintendent ordered me to have books brought down into his room.

Question. How many did he ever order to have brought down?

Answer. He told me he was entitled to forty copies of each quarto; that Mr. Lamborn had been attending to that; and whenever he wanted the volumes he would let Mr. Lamborn know, and would order them down.

Question. Has the mode of delivering books from the binder been changed by Mr. Bowman, and in what way?

Answer. It has been changed. Mr. Seaman told me there was a great deal of trouble in counting and delivering the books. Mr. Seaman told me to count the books in the wagon, and to turn them over to Mr. Larner. Now, when books are delivered, we have a statement come up with each load, and we examine and count the books and see if they agree with the statement. If the books delivered agree with the statement, I take the statement down to the Superintendent's office.

Question. Is greater caution now exercised in receiving the books?

Answer. Mr. Seaman was very particular with me.

Question. Do you know of any books being taken out of the wagon between your office and the folding room by any person?

Answer. When Mr. Seaman took those quarto books which I told you of, the wagon would be stopped, and the order given that Mr. Seaman wants so many books. If there were two hundred in the wagon, and forty were delivered to Mr. Seaman, the one hundred and sixty remaining would be delivered at the folding room.

Question. Do you know how many copies of the second volume of the Japan Expedition Mr. Seaman took from the wagon?

Answer. I do not; but I have seen that book in Mr. Seaman's office.

Question. How many copies of it have you seen there?

Answer. I cannot say. I have seen them there. There was a pile of them; probably forty, perhaps less.

Question. Do you know whether the whole number of the Kansas Report was delivered at the folding room?

Answer. I do not know.

GEORGE GORDON, a witness called at the request of Mr. Seaman, was duly sworn, and the questions were put to him at the suggestion of Mr. Seaman, except such as were necessary to explain the testimony, which were put by the Chairman.

Question. State to the committee your business.

Answer. When I had charge of the congressional presses at the Union office, all the paper I received and worked there was good——

Question. Wait one moment. Tell us how long you have been connected with the congressional printing.

Answer. About thirty-six years.

Question. Had you charge of the presses during Judge Nicholson's contract?

Answer. Yes, sir.

Question. Where were they?

Answer. At the Union office.

Question. State to the committee the character of the 45-pound paper furnished while you were there.

Answer. It was very good.

Question. Did you ever make any complaint to any person in regard to its being bad?

Answer. I never did.

Question. Did you ever have any conversation with anybody as regards the inferior quality of the paper?

Answer. Not that I recollect of.

Question. Do you know Captain Darling?

Answer. No, sir.

Question. Did you ever say to him that the paper was inferior, and was not worth working?

Answer. No, sir.

Question. Have you had any conversation with any one in regard to the nature of the testimony you should give here to-day?

Answer. No, sir.

Question. How, then, did you know that the question was to be put to you in reference to the quality of the paper before it was put?

Answer. I judged I was to come before the committee to testify in regard to the quality of the paper?

Question. When Mr. Seaman asked you what your business was, you went on to state that the paper received by you while superintending the Union office was good paper; how came you to state that fact so promptly and readily before the question was put?

Answer. I have no particular reason for it.

Question. Were you not told before you came here what you would be called to swear to?

Answer. No, sir.

Question. You never had any conversation with anybody about it?

Answer. No, sir.

Question. Have you heard it rumored about town that bad paper was furnished?

Answer. Yes, sir.

Question. Was it a subject of general conversation about town?

Answer. Yes, sir.

HENRY W. GRAY, a witness called upon request of Mr. Seaman, was duly sworn, and the questions were put to him upon the suggestion of Mr. Seaman, except such as were necessary to explain the testimony, which were put by the Chairman.

Question. What is your business?
Answer. I am a printer.
Question. Are you a practical pressman?
Answer. I am.
Question. How long have you been engaged as pressman?
Answer. Twenty-odd years.
Question. Where are you employed now?
Answer. By Mr. Wendell, in the Congressional Printing Office.
Question. Where before you went to that office?
Answer. I was employed by Mr. Wendell as foreman in the Sentinel office, and afterwards in Naylor's buildings.
Question. Was your employment upon the congressional printing?
Answer. Yes, sir.
Question. Was it during the time of Major Nicholson's & Tucker's contract?
Answer. Yes, sir.
Question. Are you practically acquainted with the working of paper upon a press?
Answer. I think I am.
Question. Did you see the paper constantly passing through the press during your foremanship?
Answer. I did.
Question. State what was the general character of the 45-pound paper furnished under contract during and since Mr. Tucker's time.
Answer. Generally it was very good. Sometimes not quite so good as at others.
Question. Was the greater proportion bad?
Answer. No, sir.
Question. About how much was bad?
Answer. I cannot say. Sometimes it was not quite as good as at others.
Question. What was its general character?
Answer. I should say it was very good.
Question. Did you ever find yourself unable to work any paper from the fact of its being so bad—I mean the 45-pound paper?
Answer. No, sir.
Question. Has there not been a very great difference between the same class of paper as to thickness, color, &c.?
Answer. Not a very great difference. Sometimes there would be a little difference. I never saw a lot of paper in my life that was all alike.
Question. Have you not found some paper in all the classes of paper that was worth from 10 to 15 per cent. less than the best paper furnished under the same contract?
Answer. I would not like to say what the per centage of difference was. I do not think there was any great difference.
Question. What was the difference in quality between the two extremes—between the best and the poorest under one contract?
Answer. I cannot tell. Whenever I did not like the paper I called Mr. Seaman's attention to it.
Question, (by Mr. Covode.) You say that the paper was good during

all that time? Please look at this Report on the Finance for 1857, and tell the committee what class of paper is contained in that book.

Answer. It is 45-pound paper.

Question. Do you consider it good 45-pound paper?

Answer. Some of it is very good.

Question. And some of it indifferent paper?

Answer. It is good paper, but there is a difference in the color.

Question. Do you see any difference in the thickness?

Answer. No material difference.

Question. Have you not had great difficulty in working the 45-pound paper because it varied so much in thickness that you were compelled to adjust your presses to different grades of paper?

Answer. No, sir; one adjustment will answer for almost any paper.

Question. So that it is not necessary to adjust your presses?

Answer. Not for anything like this difference in thickness.

Question. Here is the Finance Report of 1853-54. Look at it and tell us what causes the printing to appear so badly?

Answer. That is the fault of the rollers.

Question. Do you call the paper good in that book?

Answer. It is good except as to the color.

Question. Are you a paper manufacturer?

Answer. No, sir.

Question. Are you a judge of paper?

Answer. I think I am.

Question. Have you ever been in the paper business?

Answer. No, sir.

Question. Do you know anything about the price of paper?

Answer. No, sir.

Question. Do you speak of your own knowledge as a practical printer in regard to the quality of paper?

Answer. Yes, sir.

Question. Have you not complained of the quality of the paper when working it?

Answer. Sometimes I have said the paper was not as good as it was at other times.

Question. Was there nothing said to you in regard to letting it pass?

Answer. No, sir.

Question. Whenever complaints were made by you to the Superintendent, did he not seem to use every endeavor to remedy the evil at once?

Answer. He did.

Question. What was the matter with the paper you complained of as not being fit to work?

Answer. I do not know as I ever complained of any as not being fit to work.

JACOB MCKINNEY, a witness called on the request of Mr. Seaman, was duly sworn, and the questions were put upon the suggestion of Mr. Seaman, except those necessary to explain the testimony, which were put by the Chairman.

Question. What is your business?

Answer. My business is to wet down paper.
Question. Where?
Answer. At Wendell's printing office.
Question. How long have you been engaged in that business?
Answer. Seventeen years.
Question. Did you wet paper for the Union office during the time of Judge Nicholson's contract?
Answer. Yes, sir.
Question. Was that your department of business?
Answer. Yes, sir.
Question. Did you have the general superintendence of wetting and turning the paper?
Answer. I wet the paper and saw to the turning of it.
Question. State to the committee the character of the 45-pound paper used at the Union office during Judge Nicholson's contract?
Answer. I never saw better 45-pound paper in my life.
Question. Are you a judge of paper?
Answer. I think I ought to be; I was born in a paper mill and have made paper machinery.
Question. State to the committee, from your own knowledge, what the character of the 45-pound paper was during and since Wendell has occupied the new building?
Answer. It has been very good.
Question. In wetting down paper are you able to distinguish the difference in thickness between one quire and another?
Answer. I can tell the difference whether it is hard or soft.
Question. Can you tell whether it is lighter or heavier?
Answer. Sometimes I come across one quire heavier than another.
Question. Can you distinguish the difference in weight in handling it?
Answer. Yes, sir. I have handled thousands of reams in my lifetime.
Question. Do you state that the quality of the 45-pound paper was generally good?
Answer. It was generally good; as good as any run of paper I ever had hold of.
Question. Is there any particular instance in your knowledge when it was bad?
Answer. I remember there was a difference in color, some of it bluer, and some yellower than the rest; that was all the difference in the paper.
Question. Did not you complain of a portion of this paper at the time you were wetting it, that it was not good?
Answer. Not to my knowledge.
Question. Was not some of that paper thrown aside because it could not be used?
Answer. No, sir; none except that which could not be used on account of its being torn.
Question. Did not you discover that a portion of this paper was short in weight?
Answer. No, sir; I never weighed any.

Question. You do not know, then, whether it was short or not?

Answer. No, sir; that was not my business to attend to.

Question. Did you not find a good deal of it that was much thinner than the rest?

Answer. Of course; when we open a bundle of paper we find some thin and some thick; but the thin paper was generally better than the thick.

Question. Is it possible in a paper-mill to run through any considerable number of reams without any difference in it?

Answer. No, sir; you cannot do it.

Question. Is it possible to run paper through from year to year, made by different engines, and from the same pulp, without their being a difference of color?

Answer. No, sir, unless you can have clean water.

Question. Is water always pure and clear?

Answer. No, sir; water will be muddy when it rains.

Question. Will the paper made at such times be of a higher or lower grade of color?

Answer. It will be lower.

Question. Have you not been consulted in relation to what kind of testimony you would give here?

Answer. No, sir; I never knew I was to be called until yesterday, and this is the first time I have seen Mr. Seaman.

Hon. WILLIAM H. KELSEY, a witness called upon the request of Mr. Seaman, was duly sworn and examined by the Chairman, upon the request of Mr. Seaman.

Question. Were you chairman of the Committee on Engraving of the House of Representatives at any time?

Answer. I was during the 34th Congress.

Question. Please state to the committee the manner in which contracts for engravings were let out by you?

Answer. When the resolutions of the House ordering engraving to be done came down to us, on several occasions we advertised for proposals; but I think not in all cases. When the bids came in, the diversity between them was so great that they afforded no criterion as to the proper price to be paid for the work. I think that one class of work the price ranged all the way from 41 cents per hundred to $5 86 per hundred. The committee examined the bids. I believe none of the committee were practically acquainted with the work. We then adopted this rule to govern us in awarding contracts: first, to ascertain what was a fair price for having the work done in the manner required by the government. We consulted all sources of information within our reach to ascertain what was a proper price to be paid. The next point of inquiry was, who were competent artists to do the work; and in reference to that we consulted such sources of information as were within our reach. As one member of the committee, I relied, after a while, to a considerable extent, upon the recommendation of Mr. Seaman as to the character of the parties who proposed to do the work. We then distributed the work as far as we could among the several artists competent to do the work, after we had fixed the prices which we would pay for it. In some instances the prices were slightly in-

creased from the bids of some of the artists. But we adopted a resolution to give the work to the men we named if they would consent to do it at the prices we had fixed upon. We then gave instructions to the Superintendent of Public Printing to give the contracts to those men at those prices. That was the general rule we established, and I do not now recollect of any departure from it.

Question. Have the kindness to state whether you have ever examined the books and the business of the late Superintendent of Public Printing, in connexion with the engravings, and state what you found in connexion with that examination.

Answer. I frequently went to the office of the Superintendent of Public Printing, in connexion with the business of engraving. I do not now recollect any particular piece of work that I went in relation to. I have a memorandum at my room of all the work ordered to be done by the committee. It is a memorandum I procured last winter from the office of the Superintendent of Public Printing, showing the orders made by the Committee on Engraving during the 34th Congress, and the amount of work that they reported as done under those orders. I procured it for a purpose of my own at the time.

Question. Do you state that all the work was done by the positive direction of the committee, or was a discretion given to the Superintendent to let the work?

Answer. I think in reference to one or two jobs—one of less than $200, and another of about $90—we gave a discretion to the Superintendent to contract with anybody who would do the work at a reasonable price. I do not remember any other case in which we gave him that discretion, though there may have been some other small jobs.

Question. Do I understand you that during the sittings of Congress the contracts were positively awarded by the committee; or were the prices fixed, and the Superintendent ordered to contract under that scale of prices?

Answer. I think in all cases we first fixed the prices, and then named the persons to whom the work was to be given; adopting as a rule that we would divide the work among as many competent artists as we could without detriment to the public service

Question. Do you know that during your connexion with the business Mr. Seaman took any particular interest in recommending artists as lithographers or engravers; did he show any preference for one over another?

Answer. I think he answered our inquiries in relation to such matters, stating who were good artists, and who had the means enabling them to do the quantity of work required. I remember of his speaking of several persons as good artists.

Question. Will you mention their names?

Answer. I think he named Hoen & Co., of Baltimore; also, I think, Sarony, Major & Knapp, and Wagner & McGuigan. I think he stated that Wagner & McGuigan did good work, but he made some complaint that, in doing the work on the Patent Office Report the previous year, they had slighted it; and it is proper to say that one member of that firm applied to me personally to get a part of the

work for those colored cattle in the Agricultural Report of 1855 or 1856.

Question. Is that called the cow contract?

Answer. The contract was for engraving a cow, an ox, and a bull. I told him I was decidedly against him, for it was complained that he had slighted his work badly the year before. Several members of the House of Representatives from Pennsylvania came to me and urged that he was a clever man, a good artist, and said other things which are usually said to influence men at such times, and wanted that we should try that firm once more. I saw the member of the firm, and he complained that so little was paid for work that it was impossible to give the first quality of work for the price. I referred him to the fact that the Senate proposed to pay only the same price which they had paid before. He answered that they might pay only that price, but that they would certainly have the work slighted in some way, or otherwise the contractors would lose money. I then had a conversation with Mr. Brown, of the Patent Office, who took a great deal of interest in that matter, and had some knowledge upon the subject of those prints. He thought that if we paid five cents, or five cents and a half—and I do not know but he said six—we should be sure to get good work; that unless we paid a fair price we should not get it. It was after consultation with Mr. Brown, and several others whose names I do not remember, that we came to the conclusion that we would fix a price of those prints at such a rate that the artists could afford to make them what they ought to be. If they were well done, they were valuable; if badly done, they were good for nothing. It was after a good deal of deliberation and inquiry by all the members of the committee that we fixed upon the price of five cents.

Question, (by Mr. Harris.) Do you recollect the name of Duval?

Answer. I do.

Question. Was that one of the names suggested to you by Mr. Seaman?

Answer. I think he spoke of Duval as being a good artist; that is my recollection now.

Question, (by the Chairman.) Do you recollect that Mr. Wendell spoke of Wagner & McGuigan?

Answer. I think Mr. Wendell never spoke to me but once in relation to any work to be let by the Committee on Engraving. He made a remark then that a man from Buffalo, in my State, had a new system of engraving for the mechanical part of the Patent Office Report, and that he had come to him and wanted him to see the members of the committee and get them to try it. Mr. Wendell said he knew but little about it, but that he was inclined to think well of it, and if we were inclined to give him a portion of the work he would be glad of it. I do not remember of any other instances in which he spoke to me upon the subject of letting contracts for engraving.

Question, (by Mr. Covode.) In the first part of your testimony you stated that the proposals for the work varied from 41 cents to $5 86; was that what we were to understand?

Answer. I can determine that definitely from a memorandum I have at my room; but I think that is correct.

Question. I wanted to know whether any responsible and good artists bid at that low price, and what good reason there was for not giving the work to the lowest bidders, instead of fixing the price by yourselves?

Answer. There were no good artists who made those low bids who had the means of executing the work, as I was informed. In the next place, we came to the conclusion that it would be better for the government to pay a fair price and have the work done promptly, than it would be to pay less than the artists could afford to do the work for, and have to resort to the security to indemnify the government for a breach of the contract. I remember one case in which I was informed that an artist who had bid for something over a million of impressions of a particular work had only four small lithographic presses for doing the work, and he could have executed but a very small portion of it in the time required.

Question, (by the Chairman.) I think I understood you to say that, as the committee were not practical engravers, they relied upon the recommendation of Mr. Seaman in the selection of good and competent artists to do the work?

Answer. I said that, for one, I relied, after a time, upon the recommendation of the Superintendent; at first I did not rely upon him at all.

Question. Do you recollect whether Mr. Seaman ever recommended Mr. Ackerman, of New York?

Answer. I think he named Mr. Ackerman as among the good artists, and who had the means of doing the work.

Question. Do you recollect whether he recommended the employment of Mr. Lawrence as a good lithographer?

Answer. I do not recollect distinctly whether he did or not. I could refresh my recollection by the papers which I have at my room.

Question. Do you recollect whether he ever recommended the employment of Mr. Orr, of New York, as a good engraver?

Answer. I do not.

Question. Did he recommend Mr. Cassin as a good lithographer?

Answer. I do not think he ever recommended any of those artists, beyond answering our inquiries as to who were good artists and competent to do the work.

Question. Do you not recollect that Mr. Wendell spoke to you in regard to that work done by Wagner & McGuigan on the cattle?

Answer. He may have done so, but I have no recollection of it now.

Question. What course was adopted during vacation in letting work?

Answer. The committee did nothing during vacation.

Question. Then the work let during vacation was let by the Superintendent, I suppose?

Answer. I do not know that any was let. I know the committee gave no directions during vacation. At least I know of none.

Question. Do you know of an instance in which the bids for the work on the agricultural part of the Patent Office Report were withdrawn from your committee under a statement by the Superintendent that a mistake had been made in the specification of the work, and

that it would be necessary to get new bids in order to cover the work to be done?

Answer. I do not remember of an instance of that kind. I think this occurred once, that there was an error in the advertisement published, and that the advertisement was corrected and the time for proposals extended.

Question. Do you recollect, in that connexion, whether any bids had been made under the first advertisement?

Answer. It is possible there may have been; the circumstance as it occurs to me now is, that the advertisement was published one or two days erroneously in some of the papers, and on my attention being called to it I solicited the committee to direct the Superintendent to correct the advertisement and extend the time for receiving bids, and it is possible that some bids may have been received under the erroneous advertisement.

Question. Do you recollect of any work which was awarded by the Superintendent of Public Printing or by either of the Committees on Engraving to parties at higher prices than others, equally competent to do it, had offered to do it?

Answer. I do not; it is possible that, as we fixed the price of work, some of the bids may have been slightly varied, but much the larger number of bids were reduced, so that the aggregate amount of work was done at a price below the average of the bids.

Question. Do you know how the work on the Mechanical Report of the Patent Office, ordered to be done by the 1st session of the 33d Congress, was let?

Answer. I think that matter did not come before the committee while I was a member of it.

Question. State how the work on the Mechanical Report of the Patent Office of the 2d session of the 34th Congress was let?

Answer. I may not be precisely correct as to my recollection. I think we advertised for proposals, and found, as usual, a great diversity in the bids; that then we fixed the price per page which we would pay for the work, and directed the Superintendent to employ all the good artists that he could engage to do the work for that price

Question. Then, as I stated a moment ago, in my question, after the committee had fixed the price they directed the Superintendent to have the work done by the various artists at that price, leaving the employment of those artists at the discretion of the Superintendent?

Answer. Yes, sir; I think there was a general direction given to the Superintendent to give a preference to artists who had bid for the work, if they would take it at the price we had fixed; if not, he was directed to employ others. The reason for that instruction was, that the work was wanted sooner than a few establishments could do it.

Question. Were the bids always brought before the committee by the Superintendent unopened, and then opened in the presence of the committee?

Answer. I think the bids were always brought to us unopened; that they were opened in our presence, and then handed to either the Superintendent or one of his clerks to make a schedule showing the different bids, so that we could have them all upon a sheet of paper

before us without reference to the original documents; except for the purpose of correcting some supposed error.

Question. Were you acquainted with the manner in which the duties of the office of Superintendent were discharged?

Answer. To some extent I was.

Question. Please state, so far as you know, how they were discharged?

Answer. Some portion of the time Mr. Seaman was absent, as I understood, at the north, superintending the engraving and other business. I think he usually went away about the last of the week, and returned about the first; perhaps he went away on Friday and returned on Monday. Then the business was in charge of his clerks. At other times when I went there Mr. Seaman was usually present, attending to the duties of the office.

Question. Did the management of the office, so far as you were connected with it as chairman of the Committee on Engraving was concerned, meet your approbation, and were you satisfied with the manner in which the duties of the office were discharged?

Answer. They were promptly and faithfully discharged, so far as I observed or knew.

Question. Is there anything else within your knowledge which you think it important or proper for this committee to know, in order to arrive at a just conclusion in the investigation in which they are now engaged?

Answer. Nothing that I can now recollect.

MONDAY MORNING, *February* 21, 1859.

H. V. BUTLER sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In New York city.

Question. What is your business?

Answer. I am a paper manufacturer.

Question. Have you ever furnished any supplies of paper under government contracts?

Answer. I have.

Question. Are you acquainted with the mode of doing business, &c., in that line?

Answer. I am.

Question. Do you know anything about the 45-pound paper which was supplied to the government in 1856?

Answer. Yes, sir.

Question. Have you ever examined that paper?

Answer. Yes, sir, some of it.

Question. Do you know who that paper was supplied by?

Answer. The contract was given to S. J. Megargee, and I presume the paper was supplied by him.

Question. Was your attention particularly called to that paper?

Answer. Yes, sir.

Question. Will you state how long you have been engaged in paper manufacturing?

Answer. About 25 years.

Question. You are then one of the oldest paper manufacturers in the country, are you not?

Answer. No, sir; there are others who have been longer in the business.

Question. Do you know at what price Mr. Megargee contracted to supply the 45-pound paper to the government, in 1856–'7?

Answer. It was 13 cents and a fraction; I do not recollect what the fraction was, I think perhaps three-eights, or it may be six-tenths.

Question. Will you state, from your knowledge as a paper manufacturer, what the paper you examined, which was supplied to the government under that contract, was really worth?

Answer. Some of it was very inferior in quality to what it ought to have been; I could not state what proportion, but a large quantity of it was very inferior.

Question. What would this inferior quality of paper have been worth, at that time, in market?

Answer. Such paper as I selected from bundles there, and saw in books which had been printed from it, would not have brought in the New York market more than 10 cents a pound, or 10½.

Question. Will you look at the report on the finances for 1856–'7?

Answer. There is a great contrast in the color which no good publisher would ever allow to go into a work

Question. Then no publisher would allow, in his own private business, paper so different in color and quality to go into a book?

Answer. I think not.

Question. What is that paper worth?

Answer. Such paper as that, sold in New York, would not bring more than ten cents per pound.

Question. What was it worth in 1856?

Answer. It was not worth more than that. Some of it is much better. The best quality which I find here, I think, would have brought 12 or 12½ cents a pound.

Question. Were you invited, in the last session, by the select committee appointed to investigate the subject of the public printing, to go with Mr. Clark, of Boston, and Mr. A. D. Jesup, of Philadelphia, and with a member of that committee, to the public warehouse to examine the paper then on hand for the government; and if so, state the result of that examination?

Answer. I was so invited by the committee, of which Gov. Smith, of Virginia, was chairman; we did go down to the warehouse containing the government paper and made a pretty thorough examination. We had the paper weighed upon the scales there, and the 45-pound paper fell short from two to three pounds to the ream.

Question. Was that a large amount for paper to fall short?

Answer. Yes, sir.

Question. Would it make a material difference in the value of the paper?

Answer. Yes, sir; if paper purporting to weigh 90 pounds the bundle only weighed 85 or 86 pounds it would make a difference of at least half a dollar a ream.

Question. What would the poorest class of paper used in the report on the finances of 1856–7 be worth by the ream?

Answer. I should think about $4 50.

Question. Will you look at the Smithsonian Report for 1854 and state what that paper was worth at the time?

Answer. I find there is a good deal of variation here in the quality of paper used.

Question. State what the poorest quality of paper used in that report was worth in 1854.

Answer. It is very difficult to tell from the margin, it is so narrow, though the color, cleanliness, and surface must be taken into consideration in order to ascertain the value. I should think the poorest quality in this was worth a cent a pound more than the poorest quality in the Finance Report—it is probably worth 11 cents a pound.

Question. What would the best paper used in that report of 1854 have been worth at that time?

Answer. Some of it seems to be of about the same quality as the best used in the Finance Report, and worth about 12 or 12½ cents.

Question. Did you see any of the 52-pound paper supplied to the government by Mr. Imley in 1855?

Answer. I cannot say that I did see any knowing it to be supplied by Mr. Imley. I saw 52-pound paper there when we made the examination.

Question. What could a good quality of 52-pound paper have been supplied to the government for in 1854 or 1855?

Answer. I could not tell how to answer so general a question.

Question. What would a good article of 52-pound paper have been worth in the market at that time?

Witness. Do you mean sized and calendered?

The Chairman. I do.

Answer. It was sold in the New York market at that time varying from 15 to 17 cents. It depended very much, of course, upon how good it was and upon who made it.

Question. Were you acquainted with the paper manufactured at Imley's mills?

Answer. Yes, sir, I have seen a good deal of his paper.

Question. What was his 52-pound calendered paper worth at that time?

Answer. I did not know that he made much, if any, of that kind of paper. I do not recollect ever seeing any that I knew to be his.

Question. Have you ever offered for any contracts from the government for paper during Mr. Seaman's superintendency?

Auswer. Yes, sir.

Question. What contracts did you have for paper under his superintendency?

Answer. I had contracts for supplying 48-pound paper and 56-pound paper during his administration. I do not think I had contracts for supplying both these classes during the whole time, but I think I supplied the 56-pound paper during his whole administration.

Question. Will you state whether Mr. Seaman called upon you to

borrow money at any time during your business connexion with his office?

Answer. He did call once.

Question. State the circumstances.

Answer. He came in and wished to see me. I stepped into the back office, and we sat down. He said he wanted me to loan him $3,000. I asked him upon what security. He replied upon his own note. I had some conversation with him about it. I said that, being a contractor for the government, if the matter was known I should be liable to the suspicion of bribery, and I did not think it would be proper for me to loan him the money.

Question. Then you did not wish to place either Mr. Seaman or yourself in that position?

Answer. I did not wish to place myself in that position. I did not think he had a right to call upon me for it.

Question. Did you find any difference in your success in getting contracts after that?—did you notice any change on that account?

Answer. I cannot say positively that it had such an effect; I only know this, that others got bids at a higher price than my bids, upon paper that I bid for. Whether that had anything to do with it I cannot say positively.

Question. Can you state an instance in which contracts were awarded at a higher price than your bids?

Answer. On the 52-pound paper was one instance.

Question. For what year?

Answer. It was in the fall of 1856.

Question. Who got that contract?

Answer. I am not positive; I think Kinney, Wood & Co., of Connecticut, or in the name of Campbell, Hall & Co., and went through their hands. Whether they had the contract direct with the government or not, I do not recollect.

Question. How much lower did you bid for that paper than the price it was awarded at?

Answer. I have not examined the bids or anything about it, but I am certain it was a quarter or half a cent a pound lower.

Question. Is that considered a material difference in the value of paper?

Answer. A half a cent a pound on so large a quantity would be a material difference.

Question. About what time was it that Mr. Seaman wanted to borrow this money of you?

Answer. It was sometime in the fall of 1856.

Question. Was it just before or just after that contract was awarded?

Answer. It was some months before.

Question. Have you ever heard of Mr. Seaman's borrowing money from other contractors?

Answer. Not from any direct, reliable source, from which I could speak positively.

Question. Have you heard of any instance in which he has borrowed money from any particular contractor?

Answer. I don't know that I could name any such instance.

Question. Have you ever heard of any contractor who ever paid for procuring contracts from the government either direct to Mr. Seaman, or through other persons?

Answer. I cannot say that I have.

Question. Have you ever heard of any paper which was at first rejected and afterwards received by Mr. Seaman or his clerks during his administration?

Answer. I have heard of such a thing, but I do not recollect so as even to say definitely who the parties were.

Question. Do you know anything about the conduct of Mr. Seaman in office, or about the management of his office, his books, or anything else which it is proper for this committee to know, in order to arrive at a just conclusion in the investigation now going on which you have not stated?

Answer. I do not think of anything else.

FELIX MCCLOSKEY sworn:

Question, (by the Chairman.) Were you appointed by Mr. Glossbrenner to serve subpœnas on any witnesses for this committee?

Answer. I was.

Question. Did you serve a subpœna on Harry Connelly on Saturday last?

Answer. I did.

Question. Will you state the circumstances connected with it?

Answer. I went to Willard's Hotel some dozen times to find Mr. Connelly, and was unable to find him. Saturday afternon, towards evening, I went there again, and seeing Colonel Berrett, mayor of the city, with two or three others, talking, I said to him that I came here to find Harry Connelly; he replied, "there he is," pointing to Mr. Connelly; I said I knew him; I then went up and addressed him; "Mr. Connelly?" He said, "no, sir." Said I, "am I mistaken; I always understood that you were Mr. Connelly, if not, I beg pardon;" I went back and said to Colonel Berrett, "am I mistaken as to that being Harry Connelly?" He said "no." I went back and said "you are Mr. Connelly, and I have some business with you, and handed the subpœna to him; before taking it he looked at it; I said, "you take it." He took it in his hand, turned it half over, opened it, then shut it up and put it in his pocket; that is all I know in reference to the matter.

CORNELIUS WENDELL sworn:

Question, (by the Chairman.) Did you act as agent for Megargee & Brothers, or for Sylvester J. Megargee, while they were supplying paper for the government?

Answer. I did, in a measure.

Question. Have you acted as the agent in this city of Campbell, Hall & Co., in New York?

Answer. Well, you might term it an agency if you please.

Question. Did you act in the capacity of attending to the delivery of their paper here, and attending to their business here?

Answer. I did.

Question. Did you act in the same capacity for Wm. E. Imley?

Answer. I do not think I ever did.

Question. Was the paper furnished by them to the government furnished through Campbell, Hall & Co.?

Answer. I understood that they acted as agents for Mr. Imley.

Question. Have you acted in the same capacity for Charles Megargee & Co.?

Answer. I do not think I ever did.

Question. Have you acted in such a capacity for George H. Levis?

Answer. Yes, sir; I think I did.

Question. Have you acted in such capacity for any other contractors for the government?

Answer. I do not call to mind any at this moment. I may have done so.

Question. At what time did you become the agent of Megargee & Brothers, or of Sylvester J. Megargee?

Answer. It may have been two or three years ago.

Question. Was it early in the spring of 1856?

Answer. I think it was, perhaps.

Question. When did you first become the agent of Campbell, Hall & Co.?

Answer. That I cannot say. I think it was before I did for Megargee, but I cannot say positively.

Question. When did you become the agent of George H. Levis?

Answer. I cannot give the date exactly.

Question. Was it early in 1856?

Answer. It may have been.

Question. Did you ever act as the agent here for R. Armstrong?

Answer. I do not think I did.

Question. Did you ever act as the agent for Grant, Daniel & Co.?

Answer. I do not think I did.

Question. Were you, at the time you became the agent of those parties, in the paper and commission business?

Answer. With all deference to the committee, I shall decline answering any question inquiring into my private affairs.

Question. Had you a previous acquaintance with the above contractors before you became their agent?

Answer. Yes, sir; I think I had known them in the paper business, and had been personally acquainted with them for some time before.

Question. Had you ever done any business with these parties before that time?

Answer. I had done business with them.

Question. Do you recollect when there was a large quantity of 45-pound paper rejected and accumulated here, which was supplied under the contract of Sylvester J. Megargee?

Answer. I do not recollect the date.

Question. Was it in the spring of 1856?

Answer. I could not say.

Question. Have you ever had any misunderstanding with Mr. Seaman about his refusing to allow you to use paper that had not been

received or inspected by the Superintendent, or those having the matter in charge?

Answer. Frequently.

Question. Have you ever had a misunderstanding with Mr. Jewett on the subject?

Answer. I hardly know whether you would call it a misunderstanding.

Question. Did any words ever pass between you upon the subject?

Answer. Yes, sir; because I did not wish my presses to stand idle waiting for paper.

Question. Did Mr. Jewett ever stop your presses because the paper you were using had not been received by the Superintendent's office?

Answer. He did not stop my presses.

Question. I put you this question: Did Mr. Jewett ever stop your presses because they were using paper which had not been received by the Superintendent?

Witness. Because I was using paper that had not been received?

The Chairman. Yes.

Answer. I never allowed it. If they ever stopped from that cause it must have been a mere temporary suspension.

Question. Did Mr. Jewett ever come into your press-room, under such circumstances, and say that the paper they were using had not been inspected or received, and afterwards did you not tell your pressman to go on, that it was better paper than they had been receiving of the same class; then did not Mr. Jewett come into the press-room again and say that the paper had not been inspected or received, and that the presses must absolutely be stopped?

Answer. I have no recollection of any such transaction.

Question. Did you ever tell Mr. Jewett that if he did not allow you to go on and use this paper you would have him dismissed in 24 hours?

Answer. I have no recollection of any such remark.

Question. Did you ever tell any one that Mr. Jewett had stopped your presses from using paper that had not been received, and that you had started them again to using that paper; that he again directed that the presses must be stopped, and that you told him that if he did not allow you to go on you would have him dismissed in 24 hours, or something to that effect?

Answer. I do not recollect. There were continually difficulties occurring on that subject.

Question. Did you not repeat to him language somewhat in effect to that I have stated?

Answer. I do not recollect. I may have done so.

Question. Did you not say to H. V. Butler, of New York, and H. M. Clark, of Boston, in the rotundo of this Capitol, during the investigation of the printing matter last winter, that the reason why Mr. Jewett had prevented, or tried to prevent you from using that paper was because he had not been paid for it, or because it had not been arranged for with him?

Answer. I do not recollect having made any such remark. I may have made it. I do not deny that I did. I know that was my opinio n

Question. Then you do not recollect ever having such a conversation?

Answer. I do not recollect it. It may have taken place, however.

Question. Had you any conversation with them last winter on the subject?

Answer. I had as to the distribution of awards.

Question. Had you any conversation with them on the subject of this paper?

Answer. I do not recollect it. I may have had.

Question. Do you not distinctly recollect having said to those gentlemen, in substance, that the reason why this paper had not been received was because it had not been arranged with Mr. Jewett for it?

Answer. I do not remember telling them that.

Question. Did not you make a similar statement to other parties?

Answer. I do not remember, though I may have done it.

Question. If you did it, was it because you had some cause for doing it?

Answer. There probably was some reason.

Question. Do you recollect of any instances of the kind in the relations between the Superintendent, or between Mr. Jewett and yourself?

Answer. I cannot call them to mind if there were. I know the matter was a continual source of annoyance to me.

Question. Do you not recollect saying, at the time a large quantity of paper had accumulated here in the spring of 1856, that it was better paper than that they had been receiving before, and that you insisted on using it after your presses had been stopped by Mr. Jewett, and you had been prevented from using it?

Answer. I never was prevented from using it. I never allowed Mr. Jewett to prevent me.

Question. Then you used the paper, whether it had been inspected or not?

Answer. I do not recollect using any that had not been inspected. Let me state, in explanation, that there was a continual bickering between Mr. Jewett and myself about receiving paper. As I have stated, I have seen paper received which ought to have been rejected, and I have seen paper rejected which ought, in my opinion, to have been received.

Question. Do you know why that paper was received which ought to have been rejected?

Answer. I do not.

Question. Do you know why paper was rejected which ought to have been received?

Answer. I do not, unless it was because he could not judge of the quality of paper. I had a most contemptible opinion of his judgment.

Question. Do you know whether Mr. Jewett or Mr. Seaman or any person else received 25 cents a ream for receiving that paper?

Answer. I do not.

Question. Have you never heard from Charles Megargee or S. J. Megargee that such an amount had to be paid?

Answer. I never did.

Question. Have you not heard from some person else that it had to be paid for being received?

Answer. I have not.

Question. Do you know Mr. Crowell, of New York?

Answer. I do.

Question. What is his business?

Answer. He is a printer.

Question. Is he a paper merchant?

Answer. I have understood that he was.

Question. What is he now doing, or what has he been doing for the government?

Answer. I believe he has a contract for furnishing paper for the government.

Question. Has he been doing business as printer for the government?

Answer. He has done a great deal of printing for me. I am not aware that he has done anything for the government.

Question. Do you know Joshua Norton, jr., of Boston?

Answer. I think I do.

Question. What is his business?

Answer. He is a paper maker, I believe. I was introduced to him as such.

Question. When did you make his acquaintance?

Answer. Some four or five years ago.

Question. Have you ever heard that he, or any other Boston merchant, paid a bonus for contracts for supplying paper to the government?

Answer. I do not recollect that I have.

Question, (by Mr. Covode.) Was it not at the particular time that this large amount of paper had accumulated here that you took your agency from Mr. Megargee?

Answer. I cannot tell what quantity of paper had accumulated here at the time I became agent for him. If my memory serves me correctly, I have had a business connexion with him for ten years.

Question. But did you not become his agent at the particular time when $50,000 worth of paper had accumulated here which had not been received, and which was received after Mr. Megargee came on here?

Answer. I do not know. I had nothing to do with the receiving of that paper by the Superintendent.

Question, (by the Chairman.) Do you not know that you were employed by Sylvester J. Megargee at the time when he came on here to investigate the causes of the refusal of that lot of paper?

Answer. No, sir; if my memory serves me rightly, it was previous to that. I recollect very distinctly the first conversation we had about the rejection of that paper. The contractors were of course dissatisfied with the refusal of the paper. An investigation was gone into in relation to the matter, and it was fully decided that Mr. Jewett was not competent to determine whether the paper was of the proper quality or not.

Question. Will you please examine the Finance Report of 1856–'57, and tell me what the poorest class of paper used in it is worth?

Answer. In my judgment, there is paper here that is not worth

more than five dollars a ream. I would not give more than that for it.

Question. How much would that be per pound for 45-pound paper?

Answer. About eleven cents, assuming that it would weigh 45 pounds.

Question. What is the difference in the value of the paper used in that volume?

Answer. The difference of color is very great. I presume there is a difference of ten or fifteen per cent. in the different qualities of the paper used.

Question. One cent a pound or more?

Answer. I should prefer giving a cent a pound more for the better quality. There are evidently two different lots used.

Question, (by Mr. Covode.) Cannot you tell us about the exact time when you were first employed by Mr. Megargee as his agent?

Answer. I cannot. On reflection, however, I am positive it was before this accumulation of paper.

Question. Was it not through your influence that that paper was received after Mr. Megargee came on here?

Answer. I aided with what influence I had in getting it received. There was one lot I remember that I told Megargee was bad; he admitted himself that it was, and I think he took it back.

Question. Have you any knowledge of Mr. Megargee making a deduction on that paper, or of his paying a bonus to have it received?

Answer. I have no knowledge of any such thing.

Question, (by the Chairman.) Do you know Mr. Willard Rice, of the firm of Rice, Kendell & Co., of Boston?

Answer. I think I have had some conversation with him.

Question. Did you ever have any conversation with him upon the subject of the rejection of that paper?

Answer. I do not know; I may have done as I said before. I was continually quarrelling, as you may say, on the subject of the rejection of that paper.

Question. Mr. Wendell, we have it in testimony by Mr. Major, of the firm of Sarony, Major, & Knapp; by Sylvester J. Megargee; by Mr. Doyle, his book-keeper; by Mr. Van Ingen, of the firm of Van Ingen & Snyder, Philadelphia, and by Mr. Megargee, as to that point; also by Mr. Howard, the book-keeper of P. S. Duval & Co., Philadelphia; by Mr. Sinclair, of Philadelphia; by Mr. Hoen, of the firm of Hoen & Co. Baltimore, and by your own admission in testimony, that various sums of money were paid to you in consideration of your influence here, or for the purpose of making you their friend, hoping thereby to get work from the government; we now wish to know whether you recollect more distinctly than you did before as to the particular amounts received from these various parties, and what you did with those particular amounts?

Answer. I do not remember any further than in my former testimony as to the particular amounts. In reference to what I did with those particular amounts, I can say that I generally used the money about as fast as I got it.

Question. How did you use it?

Answer. I used it in my business; that is about as definite an answer as I can give.

Question. Did you use it as you did the funds which you received from printing and which you derived from other sources?

Answer. I used it as I did other moneys derived from printing and from other sources. I was in receipt of large amounts, and they all went in general into my business. No specific account was kept for any specific amounts received.

Question. Did you use it for any other purposes than your business?

Answer. It enabled me to be more liberal as a party man; on account of these outside operations I was enabled to go into party matters pretty strongly, which I did.

Question. Did you loan or pay any portion of that particular fund to Mr. Seaman, or to Mr. Jewett, or to any one connected with the office of Superintendent of Public Printing, or to any one, believing, or having reason to believe, it was for their benefit?

Answer. Not a dollar of it.

Question. Did you ever communicate the fact to Mr. Seaman that you had received commissions from these different parties?

Answer. It was a subject of conversation; I do not know whether I communicated that fact particularly.

Question. He knew that fact then, did he?

Answer. He knew that I was employed by them to attend to business for them here.

Question. Do you know whether Mr. Seaman ever directed any lithographers, or engravers, or paper manufacturers, to employ you as their agent?

Answer. I do not; I never heard of it if he did.

Question. There is a little transaction developed by the books of Campbell, Hall & Co. which needs explanation on your part, if you have it in your power to explain it. Mr. Hall testifies that a contract was made to pay one cent a pound for every pound of paper supplied by Wm. E. Imley to the government of 52-pound paper in 1855, and that sum of one cent a pound was to be paid to you, and the books of Campbell, Hall & Co. show that that amount was deducted from the paper credited to Mr. Imley for the government; have you any knowledge of that transaction, of any character whatever?

Answer. Nothing, except what I have heard since the closing of the transaction. The first I ever heard of it was from the chairman of this committee. I have since ascertained that there was some such negotiation, but I had never heard of it, and I can say certainly that it was never made with my knowledge or consent.

Question, (by Mr. Covode.) Have you any knowledge, or have you ever heard of Mr. Seaman himself making any arrangement with Mr. Imley in regard to that paper, or have you ever heard that he did?

Answer. I never heard of it.

Question, (by the Chairman.) Have you any knowledge how the bids for paper were generally sent to the Superintendent?

Answer. Only that they were advertised for not to be received after a certain day.

Question. Have you any knowledge of bids being sent in blank to the Superintendent, leaving the amounts to be filled up?

Answer. I have not.

Question. Have you ever heard of such a transaction?

Answer. I have not, and I imagine it would be impossible, as the bids were opened by the Vice President and by the Speaker of the House of Representatives.

Question. Do you know whether Mr. Seaman, Mr. Megargee, Mr. Crowell, of New York, were in the habit of meeting at Mr. Seaman's house, or at some other place, about the time, or just before the time, these contracts were awarded?

Answer. No, sir.

Question. Have you ever met these parties at Mr. Seaman's house just prior to the time when these contracts were to be awarded?

Answer. I do not remember ever meeting them there on any occasion. I do not think I was ever there when they were present.

Question. Do you know anything else that it is important and proper for this committee to know, in order to arrive at a just conclusion in the investigation now pending, which you have not already disclosed to the committee?

Answer. I do not remember anything else.

Question, (by Mr. Covode.) Have you expended for party purposes more than the amount named which you received in the shape of commissions from these various parties?

Answer. I have expended more than double that amount.

Question. Have you expended more than that amount in Pennsylvania alone?

Answer I will not be positive; I think I have. I have kept my accounts very loosely of these things, and cannot state them with any degree of certainty.

The following questions were propounded to the witness at the request of Mr. Seaman:

Question. Do you remember how the price for departmental binding was fixed when that binding was placed under Mr. Seaman's supervision?

Answer. Mr. Seaman, by the direction of the President, visited the northern cities and obtained their scales of prices, and made one up from them, which was adopted by the executive bureaus. If my memory serves me right, it was some 20 or 30 per cent. lower than we had been in the habit of receiving for the same work. I remember that I kicked against it strongly, but the President ordered it to be done, and we had to submit.

Question. How did the prices then fixed compare with those paid now?

Answer. The same scale has been continued up to this day.

Question. Did you ever have any conversation with Captain Darling in referene to bad paper?

Answer. I do not recollect that I ever talked with him on that subject; I think I know that he was no judge of paper.

Question. Did you ever have any conversation with him on the subject while you were the superintendent in the Sentinel office?

Answer. I do not remember that I ever did. It is highly improbable.

Question. Will you state to the committee whether, in your opinion, it was necessary for Mr. Seaman to visit the northern cities as constantly as he did to supervise the engraving being done under his superintendency?

Answer. I think the promptness in the execution of the work was promoted by it.

Question. Were you acquainted with Mr. Seaman's management of the office?

Answer. Very well.

Question. Do you think it was necessary for Mr. Seaman to visit Philadelphia and New York as often as once a week, or once a fortnight, to attend to the engraving which was going on there?

Answer. Not knowing the exact condition of the work there, I could not say. I think his visits tended to expedite the execution of the work. I know I have often urged him to hurry them up when the work has been a little behind.

Question. You have stated that you were well acquainted with Mr. Seaman's management of the office during his superintendency; will you please state your opinion of his management?

Answer. I think it was well attended to. I think he attended to his duties faithfully and promptly.

Question. Were you acquainted with his family?

Answer. I was.

Question. Were you accustomed to visit his household?

Answer. Occasionally.

Question. Did you ever have an opportunity of witnessing his manner of living?

Answer. Yes, sir.

Question. Will you state to the committee what was the general manner of furnishing his house, and whether you considered it extravagant or not?

Answer. I never considered it extravagant; it never struck me so.

Question. Had you any acquaintance with him before he was Superintendent of the Public Printing?

Answer. Slight.

Question. Do you know whether he kept horses before his appointment to the superintendency?

Answer. I always understood that he did; I have seen him drive them frequently, and I have understood that he was a horseman always.

Question. Will you state, from your knowledge of Mr. Seaman's style of living, what he could have lived for per annum in that style?

Answer. From my knowledge of his style of living, and from what I know of his table, I should suppose he could live inside of $2,500 a year.

WILLIAM QUAIL recalled:

Question, (by the Chairman.) Are there any official receipts of the paper delivered to the public printer on file in the Superintendent's office; if so, how were they kept, and what is their condition now?

Answer. There are receipts on file in the Superintendent's office. The first book is a memorandum book, in which are the receipts from the public printer of the paper received from the government during the administration of Mr. Towers, and also for a short time during the administration of Mr. Jewett. The next is a bound book of receipts, commencing March 31, 1856, and ending July 17, 1858. The history of taking these receipts, as far as I can learn from others, and from the memoranda which I had bound, and to which I referred in my former testimony, shows that the paper was delivered to a person who was not responsible to the office of Superintendent of Public Printing. The deliveries were made occasionally, and memoranda sent to the office by this person. From these memoranda receipts were made up which were taken monthly in the aggregate.

Question. Will you state how these memoranda were kept in the office?

Answer. I found them in bundles, wrapped up, and sticking in pigeon-holes, in the desk.

Question. Can you ascertain from the memoranda there whether the accounts of paper delivered are correct?

Answer. I cannot. As evidence that I cannot, I find here "Foreman's receipt, Washington, December 12, 1856: Received of A. E. Le Merle, agent, 500 reams of 56-lb. paper. Signed H. W. Gray." This Mr. Gray was the foreman in Mr. Wendell's office.

Question. Do the memoranda and receipts for any one time correspond with the paper received from the contractors by the government?

Answer. No, sir; in comparing the amount of paper received from the government with that delivered to the printer and binders, they do not correspond. There is a discrepancy.

Question. Can you, from these memoranda and receipts, ascertain, with any reasonable degree of accuracy, the condition of the account for paper?

Answer. No, sir; not with any degree of accuracy. Discrepancies occur to the amount of several hundred reams.

Question. Do you think you could arrive at any conclusion within one or two thousand reams?

Answer. I could not say. My estimates have been by hundreds.

Question. In your previous examination concerning the books and accounts of paper supplied for waste leaves you showed the committee accounts which had been closed, and lines drawn across the page and laterally, with the words written under "carried forward." In the testimony of Mr. Jewett he explains that fact by stating that those lines had been drawn at the time a change was made in the manner of supplying paper, and to indicate that nothing more was to go on the page; is that the case?

Answer. I do not think it could have been, for long before that change lines were drawn in the same way under the same description of charges.

Question. Do you recollect that in one of these accounts, Mr. Arnold's I think it was, you showed the committee that lines had been drawn in this manner and the words written underneath "carried forward;" that you were compelled to go back to the middle of the

account to ascertain how much paper had been furnished under the old rule, and that several entries had been made on the page after the change had been made before the lines were drawn underneath?

Answer. Yes, sir.

Question. Then the explanation of the reason of these lines being drawn underneath, given by Mr. Jewett, is not correct?

Answer. No, sir; it is manifestly incorrect, from the face of the books.

Question. Have you been able to make any other explanation, or find any other reason for these lines being drawn underneath, and the words "carried forward" being written, than that given in your previous testimony?

Answer. I do not think I have.

THOMAS R. SUTER sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In Washington.

Question. What is your business?

Answer. Banking.

Question. Are you at the head of the firm of Suter, Lea & Co?

Answer. I am.

Question. Do you know whether Mr. Seaman, the late Superintendent of Public Printing, had any account with your bank in 1856?

Answer. I think he did. I have not looked at his account, however, for a long time.

Question. Do you know whether he kept more than one account with your bank at that time?

Answer. I think only one.

Question. Did he keep a special account?

Answer. We kept an individual account with him.

Question. Did he keep the other account as Superintendent of Public Printing?

Answer. Yes, sir.

Question. Did he call the account which he kept as Superintendent of Public Printing a special account?

Answer. It was a special account, as you may say, because it was kept by him as agent.

Question. What items entered into that account?

Answer. They were chiefly the salaries of the officers in his office, as far as I recollect.

Question. Did he keep any distinct account of money received for waste leaves?

Answer. I do not know the nature of that account at all. He kept an individual account and an account as Superintendent of the Public Printing, which seemed to be made up principally of salaries of officers, accounts for advertisements, &c.

Question. Then he drew the amount of the salaries of his clerks in gross from the Treasury Department and deposited it in your bank and drew on you for the amount of the individual salaries?

Answer. Yes, sir.

Question. And the same for advertising?

Answer. Yes, sir.

Question. Was there anything else which entered into that account?

Answer. Not as far as I recollect; my recollection, however, is not very distinct. The accounts were closed and the vouchers surrendered a long time since.

Question. Does his account as Superintendent show the receipt of moneys from any source other than direct from the Treasury Department?

Answer. No, sir.

Question. Do you know anything about an amount of money derived from paper supplied the binders for waste leaves?

Answer. We kept no account of the sources from which money was derived. If he deposited any money coming from sources other than the Treasury Department it was placed to his individual account.

Question. Have you any recollection of any money having been paid to Mr. S. J. Megargee, of Philadelphia, through a check on your bank?

Answer. I think I recollect one check paid to Mr. Megargee.

Question. Was that paid from his private account?

Answer. Yes, sir.

[The witness was directed to bring before the committee, to-morrow, a copy of Mr. Seaman's account, kept at the banking-house of Suter, Lea & Co., for the years 1856 and 1857.]

TUESDAY MORNING, *February* 22, 1859.

Mr. RICHARD A. TOOKER, cashier of the Artisans' Bank, of New York, was duly subpœnaed, but being unable to attend, in consequence of sickness in his family, sent to the committee the following sworn statement of the account of Anson Herrick, which the committee insert for reference:

DR. *Anson Herrick in account with the Artisans' Bank.* CR.

Dec. 11	George Weir, (Cummerford)	$197 56	Dec. 10	Balance	$1,371 13
13	Perkins & Bro	64 92	24	Cash sundries	215 72
	Preston's note, Mechanics' Bank	211 34	27	Cash sundries	70 00
16	Campbell, Hall & Co	250 00	Jan. 4	Cash sundries	60 00
17	C. G. Gunther & Sons	100 00		Cash sundries	93 50
20	Augustus G. Seaman, jr	102 00	6	Cash sundries	145 00
31	John L. Brown	250 00	7	Cash sundries	147 75
Jan. 5	A. G. Seaman, jr	115 00	8	Cash sundries	515 00
6	H. M. Herrick	49 00	12	Cash sundries	52 00
8	Coal for house	38 00	20	Discount, C. Wendell's acceptance, $2,800; endorsed A. G. Seaman and Anson Herrick	2,752 71
13	Mechanics' Bank	211 34	21	Cash sundries	62 56
17	N. C. Ely, Peter Cooper Insurance Co	11 25	24	Cash sundries	559 00
	James B. Benul	328 21	26	Check, ticket enclosed	3,350 00
	Self	25 00	Feb. 1	Cash sundries	150 00
19	John R. Lydecker	300 00	2	Cash sundries	312 50
20	John Larcombe	2,000 00	3	Discount note, C. Bainbridge Smith; endorsed by Herrick and Seaman	1,965 48
21	A. G. Seaman, or bearer*	466 00	14	Whiting & L.; note collected	40 00
22	Atlas Office	67 56			
24	A. G. Seaman, or bearer*	517 50			
25	Self	50 00			
26	Now in hands of Hon. Mr. Taylor, chairman of the committee	3,350 00			
Feb. 4	A. M. Greig, (office rent)	375 00			
	Note	2,500 00			
	Self	150 00			
	Balance	132 67			
		11,862 35			11,862 35
			Feb. 15	Balance	132 67

* Enclosed for inspection.

I, R. A. Tooker, cashier of the Artisans' Bank of New York, do hereby certify the above abstract to be a true and correct copy of the account of Anson Herrick with this bank from the 11th day of December, 1858, to the 15th day of February, 1859, inclusive. I also certify this to be the only account on the books of this bank with Anson Herrick, and that the bank has no account with A. G. Seaman, C. Wendell, or any other party known to the matters under investigation by the committee of which the Hon. Geo. Taylor is chairman, and never has had at any previous date.

I do also certify that the discount of Mr. Wendell's acceptance was at the request of Mr. Herrick, and, as far as I know, for his account alone, and that it was discounted only after due inquiry satisfied me of its goodness.

I also certify that there was not, nor never has been, any arrangement to loan Mr. Herrick or Mr. Seaman, or either of them, money, either temporarily or for a longer period, by the bank, its officers, either as such or as individuals, excepting such as is described in the above abstract of account.

I furthermore certify that I have no knowledge of any matters relative to questions at issue before the aforesaid committee other than that stated herein.

RICHARD A. TOOKER,
Cashier Artisans' Bank.

Sworn before me, this 16th day of February, A. D. 1859.

WM. DIXEY,
Commissioner of Deeds.

JACOB LOUCKS sworn:

Question, (by the Chairman.) What is your business?

Answer. A paper manufacturer.

Question. Where is your residence or mill?

Answer. In Baltimore county, Maryland.

Question. Did you furnish any 45-pound paper to S. J. Megargee, for the government, in 1856?

Answer. Yes, sir.

Question. Do you recollect whether any difficulty took place about the quality of that paper?

Answer. No, sir.

Question. Were you ever notified that any such difficulties took place?

Answer. No, sir.

Question. Were you ever called upon to pay anything for the acceptance of that paper by the government?

Answer. No, sir.

Question. Did Mr. S. J. Megargee, or any one else connected with the Superintendent's office, ever inform you that a payment would have to be made before the paper would be received?

Answer. No, sir.

Question. Have you ever paid any amount to S. J. Megargee, or to any one in connexion with the office of the Superintendent of Public

Printing, in the city of Washington, in the way of discount, or as bonus on the contract supplied to Megargee for the government?

Answer. No, sir.

Question. Was there any deduction made from your bills when you settled your accounts with S. J. Megargee?

Answer. Nothing but regular commissions.

Question. Did Megargee charge you commission for selling that paper for you?

Answer. Yes, sir.

Question. How much did you pay?

Answer. Seven and a half per cent., at six months.

Question. What did you get for the paper?

Answer. To the best of my recollection, we got for 55 and 56-pound paper $13 35 cents a hundred pounds.

Question. How much would that be per ream?

Answer. $6 01$\frac{11}{16}$.

Question, (by Mr. Harris.) Have you ever furnished any paper to the government except through Megargee?

Answer. No, sir.

Question. Have you ever had any transactions with Mr. Seaman, the late Superintendent of Public Printing?

Answer. No, sir; I do not know him; I never knew any one connected with the office.

Question. You sold your paper directly to Megargee?

Answer. Yes, sir.

GEORGE W. BOWMAN recalled:

Question, (by the Chairman.) Were you present at a conversation which took place in your office between Dr. Quail and Mr. Arnold, the binder, in reference to waste leaves?

Answer. I was not; but Dr. Quail spoke to me upon the subject. Dr. Quail had been talking to Mr. Arnold, trying to get at the amount which he owed; they found a difficulty in arriving at a conclusion upon the subject. Dr. Quail stated to me that he had called upon Mr. Arnold and informed him of the amount we believed he owed; Mr. Arnold said that he did not owe anything; that he considered his account settled. After Dr. Quail communicated that fact to me, I caused a letter to be directed to Mr. Arnold, setting forth that he certainly did owe the government, and that it must be paid. He was in Philadelphia; and came over upon the receipt of the letter. He stated to me that he had told Dr. Quail that he did not owe anything, and that his account was settled; but he said the reason why he made that statement was, that on one occasion Mr. Seaman had asked him for a loan of $1,200; that he stated to Mr. Seaman that he had not $1,200 to spare, unless it was applied to what he owed in the office for waste leaves; that he could not let him have the money unless he would give him a receipt to that effect; that Mr. Seaman replied: "Oh, no; I will make that all right." He said that was the way in which he understood the account was settled. Without further hesitation he agreed to pay the sum stated in my annual report, and gave

his note at forty days. He paid the note soon after the expiration of that time.

Question. From the examination you have made of the affairs in your office, do you believe it possible to arrive at a correct and accurate statement of the account between the government and the public printer for paper supplied?

Answer. In my opinion, there is only one way in which that statement can be arrived at accurately, and that is by going back to the time when the office was organized, and taking up all orders of Congress to print, making an estimate of the amount of paper which would be required to execute the work ordered, and comparing that with the amount of paper the printer has drawn. In that way you could come to a very accurate conclusion.

Question. Can you arrive at a correct conclusion from any record or memorandum contained in your office?

Answer. From estimates and calculations we made during the past summer, we could not arrive at a satisfactory result. Emory's Report, however, was then unfinished, and also the 9th volume of the Pacific Railroad Report. They are now finished, the 10th is in hand, and the old work is pretty well closed up. I do not believe, from the imperfect manner in which the books in reference to the paper account have been kept, that sufficient reliance can be placed upon them for a correct settlement between the government and the printers. The mode I have mentioned would, I think, lead to an accurate conclusion.

Question. From the accounts of the paper received, and the receipts taken from the public printer for paper delivered, can you, without reference to the books which have been printed out of that paper, and the work which has been done, settle the paper account satisfactorily, and ascertain how much paper ought to be in the public storehouse, and how much has been used upon all the publications?

Answer. I would not consider that a safe way to get at an accurate statement of the paper account.

Question. Then I understand you to say that the paper accounts have been so kept in the office that you cannot rely upon them for any accurate statement of the account between the government and the public printer?

Answer. I should not consider that I could make out an accurate statement between the government and the public printer without pursuing the course I before indicated. Owing to the confused state of the books relating to the subject, we could not make out the amount of money due from the binders, and we could get at that only by making calculation after calculation, comparing the printed matter with the amount of paper delivered to the binders for waste leaves, taking into consideration the amount they had received in money from the Secretary of the Senate and the Clerk of the House of Representatives, and in that way ascertaining what they were entitled to. Mr. McGuire contended that he did not owe the government, but that the government owed him, speaking in reference to those waste leaves, though finally he paid the amount stated in my report as due from him to the government.

Question, (by Mr. Harris.) If there has been fraud in the business

operations of the late Superintendent of Public Printing, are the books of his office so kept as to conceal that fraud or make it difficult to discover?

Answer. I do not know that anything could be discovered in the books which would convict of fraud.

Question. That is not my question: If there has been fraud, have the books of the office been kept in such a way as to tend to conceal that fraud?

Answer. The books I have referred to have been kept very loosely; the facts I have just stated in reference to the waste-leaves account show that.

Question, (By Mr. Taylor.) What amount of the paper supplied for the government during your superintendency have you rejected because it did not come up to the sample, and by what parties was it furnished?

Answer. In answer to this question, I offer the following statement of paper rejected, as prepared by Doctor Quail, which I believe to be correct, amounting to the sum of $20,033 40:

45-*pound.*—*S. J. Megargee, contractor*, 1857–'58.

December 3, 1858.—400 reams, at $6 30	$2,401	20
December 18, 1858.—400 reams, at $6 30	2,401	20
800 reams, at $6 30	4,802	40

NOTE.—In addition to the above Mr. Megargee withdrew an invoice of 400 reams, not willing to submit the paper for examination.

52-*pound.*—*John H. Hall, contractor*, 1857–'58.

August 24, 1858.—600 reams, at $7 93	$4,758	00
September 20, 1858.—140 reams, at $7 93	1,110	20
740 reams, at $7 93	5,868	20

56-*pound*—* *Curtis & Brother, contractors*, 1857–'58.

September 22, 1858.—200 reams, at $7 84	$1,568	00
November 9, 1858.—200 reams, at $7 84	1,568	00
400 reams, at $7 84	3,136	00

* Ordered on September 28, 1858, 3,000 reams of 56-pound paper, but after the delivery of 794 reams, the order was revoked, owing to the bad quality of the paper offered.

Writing papers.—Taylor & Maury, contractors, 1857-'58.

February 18, 1858.—72 reams white flat-cap, at $2 88	$207 36	
February 18, 1858.—48 reams blue flat-cap, at $2 88	138 24	
February 18, 1858.—40 reams white medium, at $6 75	270 00	
		$615 60
May 26, 1858.—240 reams blue 4to post, at $1 92		460 80
August 11, 1858.—320 reams white 4to post, at $1 92		614 40
		1,690 80

56-pound.—Miller & Hines, contractors, 1858-'59.

February 22, 1859.—600 reams, (two invoices,) at $7 56.. $4,536 00

Recapitulation.

S. J. Megargee	$4,802 40
John H. Hall	5,868 20
Curtis & Brother	3,136 00
Taylor & Maury	1,690 80
Miller & Hines	4,536 00
	20,033 40

WEDNESDAY, *February* 23, 1859.

J. WILLARD RICE sworn.

Question, (by the Chairman.) Where do you reside?

Answer. In Newton, Massachusetts.

Question. What is your business?

Answer. Commission paper dealer.

Question. What is the name of your firm?

Answer. Rice, Kendell & Co.

Question. Did you supply paper in 1856 to S. J. Megargee, of Philadelphia?

Answer. We did; or rather to Megargee Brothers.

Question. Did you understand it was for government use?

Answer. It was to be shipped to Georgetown.

Question. Does your account show that it was for government use?

Answer. We presumed it was for government use.

Question. What class paper was it?

Answer. 24 by 38, 45-pound paper.

Question. Do you recollect at what time that paper was shipped to Georgetown?

Answer. We began to ship as soon as we received the order from Megargee.

Question. At what time did you receive the order?

Answer. In November, 1855.

Question. How much paper did you supply Megargee with?

Answer. I think it was about 15,000 reams.

Question. In that year?

Answer. I think so.

Question. Did you hear of any difficulty in reference to the receipt of the paper in the spring of 1856, or at any time?

Answer. Yes, sir.

Question. State whether any deduction was made in the account between Megargee and yourself, in what way that deduction, if any, was made, and what was said by Megargee at the time; and in connexion with that you may point to the entries in your accounts for such explanation as you think proper.

Answer. We sold Megargee Brothers a certain new style of paper to be delivered here. He afterwards required us to make a deduction upon the paper we had sent to Georgetown. The paper had been sent so far that we thought it much better to submit to the deduction than to take it back again, and therefore we allowed him the deduction upon several hundred reams. My impression is that Megargee said the paper was stored in an old building; that the floor of the building had given way, and our impression was that it would cost us more to take the paper back again than it would to make the deduction and have the paper used here.

Question. Did you understand what that deduction was for; whether it was to secure its receipt by the government or not?

Answer. It was asked of us by him and we never knew whether the government used it or not. We made the allowance in order to secure the sale of the paper by us.

Question. Did he say that the paper would not be received by the government unless the allowance was made?

Answer. I think he notified us that the paper we sent was not acceptable, and that it was rejected.

Question. And that it would cost how much to have it accepted?

Answer. I do not know as he stated that. We made the allowance to secure the sale of the paper.

Question. Be kind enough to show the entries upon your account which exhibit that deduction.

[The witness here produced the original of Megargee Brothers, as rendered to Rice, Kendell & Co., of Philadelphia, October 16, 1856, in which the following item appears: "deduction on 3,804 reams of paper rejected by government, and after making allowance was received August 4, 1856, $901."]

Question. Was that the account rendered by Megargee Brothers to your house?

Answer. It is.

Question. And that deduction was made on the amount of your bill according to the entry?

Answer. Yes, sir; and that corresponds exactly with our books.

Question. You have also here another account, January 7, 1857. Was that also furnished by Megargee Brothers to your house?

Answer. Yes, sir.

Question. I see an item in the account described "allowance claimed at government on 1,590 reams, last lot, October 10, and not received by government until December 2, $300." Was that allowance made to Megargee Brothers?

Answer. It was.

Question. Then the whole amount of allowance made, as per those two bills furnished to you for that purpose, was how much?

Answer. $1,201.

Question. Do you know whether the allowance, as mentioned in the account of January 1, 1857, was at the same rate as the one specified in the account of October 16, 1856?

Answer. I do not know. It is easily calculated.

Question, (by Mr. Covode.) Do you state that you paid this $1,201 to Megargee Brothers for the purpose of having that paper received?

Answer. No, sir. We made the deduction to him for the purpose of settling his account. We had either to take the paper back or make the deduction to him. He was our customer, and we had nothing to do with the government.

Question, (by the Chairman.) And he informed you at the time that the allowance was claimed at the city of Washington?

Answer. I was preparing to come on to Washington to see about this matter of the paper, to see what we could do with it. Indeed the time was fixed for me to come, to see if I could make any sale of the paper; or if not, to take it back. Megargee Brothers telegraphed me that he would take the paper at a certain rate. We accepted the offer, and settled in that way.

Question. Did he say he had arranged to take it here at a certain rate?

Answer. I do not know whether he had been to Washington, or not.

Question. Did you make any other or further deduction to Megargee under similar circumstances?

Answer. No, sir.

Question. Have you ever supplied paper to the government?

Answer. No, sir.

Question. Have you ever bid for contracts?

Answer. No, sir.

Question. Have you stated all you deem important for this committee to know?

Answer. I have.

Question. Are the accounts which you have shown to the committee, from which we have made extracts, the original accounts sent to you by the house of Megargee Brothers?

Answer. They are.

Question. Will you look at this Finance Report of 1856-'7 and tell me what the paper on which it is printed is worth?

The witness examined the book and replied—I think the poorest paper was worth 11 or 12 cents per pound at that time, and the best was worth 13½ cents.

SAMUEL D. WARREN, a witness called at the request of Mr. Seaman, was duly sworn, and the questions were propounded to him, at the suggestion of Mr. Seaman, by the Chairman:

Question. Where do you reside?

Answer. At Waltham, Massachusetts.

Question. What is your business?

Answer. I am in the paper commission business, and a paper manufacturer in the city of Boston.

Question. What is your firm?

Answer. It is Grant, Warren & Co. In 1854 it was Grant, Daniell & Co.

Question. Did you supply any 45-pound paper in 1854 for the government?

Answer. We did.

Question. What was the quality of that paper?

Answer. It was paper we were accustomed to sell at that time for 14 cents a pound.

Question. Was any of that paper rejected by the government?

Answer. A small quantity—540 reams.

Question. Was it returned?

Answer. 108 reams of it were sold here at $6 per ream; 432 reams were shipped to New York and sold by us there.

Question. At what time was that?

Answer. It was in 1854. I cannot give the exact date when the paper was returned.

Question. Was the paper rejected and returned at that time, at the closing up of that invoice?

Answer. I think it was one lot of paper, but do not know that it was one invoice. It was a lot which we did not manufacture. It was not seen by us. It was rejected and taken back.

Question. Was that the only amount of paper you supplied which was not manufactured by you?

Answer. No, sir; I think we manufactured about one-half of the paper we supplied.

Question. Did you see the other half which was sent to the government?

Answer. For the most part we did.

Question. Was it generally as good as you manufactured yourself?

Answer. I should say it was, with the exception of that particular lot.

Question. To what point did you ship your paper?

Answer. To Georgetown.

Question. Did the supply of that paper run into 1855 at all?

Answer. No, sir; it was delivered between January 1 and December 31, 1854.

Question. What did you think the paper which you considered as inferior was worth per ream?

Answer. If I recollect right, we sold it to be used in New York at 12½ cents per pound.

Question. What did you sell the paper for which was disposed of in Washington?

Answer. $6 per ream.

Question. To whom did you sell it?

Answer. To A. O. P. Nicholson.

Question. What was his business?

Answer. I do not know.

Question. Do you know whether or not he was government printer at the time?

Answer. I do not.

Question. Did he settle for it individually, or was it paid for by the government?

Answer. Individually. It was sold by the parties who attended to the reception of the paper here.

Question. Were you required to make any deduction upon the paper supplied for the government?

Answer. No, sir.

Question. Were you ever charged anything by any person furnishing paper to the government, in connexion with your supply?

Answer. No, sir; We paid for the receipting and delivery of the paper here to the party we employed.

Question. Who was that agent?

Answer. A Mr. Boudinot.

Question. How much did you pay him?

Answer. One per cent.

Question. One per cent. on the entire cost of the paper?

Answer. Yes, sir.

Question. Was that the only amount you paid upon that paper for services here?

Answer. Yes, sir, except actual charges for freight, and for storage when it was stored.

Question. At the time the paper was rejected, was there any proposition made for its receipt upon a payment or deduction from the amount?

Answer. No, sir.

Question. Have you bid for any contracts since?

Answer. Yes, sir.

Question. You have not received any contracts?

Answer. No, sir.

Question. Do you know the reason why?

Answer. No, sir.

Question. Have you bid lower than other parties?

Answer. I think, considering the quality of the paper, we have?

Question. In what years have you bid?

Answer. Every year.

Question. Do you know what you offered to supply 45-pound paper for in 1856?

Answer. I cannot remember.

Question. Can you specify any particular year in which you have offered bids and not received a contract; when you believed or knew your bid to be less than that of the party who received the contract?

Answer. I believe we were entitled to receive the 45-pound paper in 1857, upon the ground that the paper which we offered to supply was the better paper for the money. I did not see the paper which was furnished, but this fact came to my knowledge through Mr. Clark, who was on here and made the bid.

Question. Have you heard of any paper manufacturer or any other party paying Mr. Seaman, or any other party for his benefit, directly or indirectly, any money for the receipt of any paper, or for any contract, or have you heard of any such persons loaning any money to Mr. Seaman?

Answer. Nothing but late rumors.

Question. Have the paper manufacturers and commission merchants in Boston, been in the habit for the last two or three years of bidding regularly to supply paper?

Answer. I should say they have.

Question. Do you know whether they have been successful in getting contracts?

Answer. I think Tillston & Hollingsworth had a contract for plate paper, and John M. Hollingsworth a contract for map paper.

Question. There is not much competition in the manufacture of that kind of paper?

Answer. Less than for book paper.

Question. Do you know of any commission merchants or paper manufacturers in Boston who have declined to bid for government supplies because they could not get contracts upon fair principles?

Answer. I cannot say I do.

Question. Do you know, within your own knowledge, any particular instance of that kind?

Answer. No, sir.

Question. Please look at the paper in this Finance Report of 1856–'57, and tell the committee what it is worth?

The witness examined the paper and answered. I think the poorest quality is worth 10½ cents per pound, and the best 12½ cents.

Question. Look at the paper in this Finance Report of 1853–'54, and tell the committee what it is worth?

The witness examined the paper and answered. I should think about 12½ cents per pound.

Question. What would that class of paper have been worth in 1854?

Answer. About 13½ cents per pound.

MARK WILCOX sworn.

Question, (by the Chairman.) Where do you reside?

Answer. In Philadelphia.

Question. What is your business?

Answer. Commission and paper manufacturer.

Question. Did your house in 1856 supply any 45-pound paper to S. J. Megargee, or Megargee Brothers, for the use of the government?

Answer. Yes, sir; to Megargee Brothers.

Question. How many reams did you supply in 1856?

Answer. 196 reams; I took an order for 1,000 reams of 45-pound paper, 24 × 38.

Question. How was it to be marked?

Answer. "C. Wendell, Washington, D. C."

Question. Under that order how many reams did you supply?

Answer. 196 reams.

Question. Had you any conversation about the quality of that paper with S. J. Megargee?

Answer. Yes, sir.

Question. What?

Answer. He said the paper was complained of as inferior in quality or weight; I cannot positively say which. I felt so confident that it was not inferior, that I said to him that I preferred that he should examine the paper here himself, and that if he was not satisfied that I would be willing to take it back, but that I was not willing, of course, it should come here to be passed upon by other persons.

Question. He took no more paper, then, upon that order to send to Washington?

Answer. He did not.

Question. Did he suggest to you that he would take the paper by your making a deduction upon it?

Answer. No, sir; I think not.

Question. And that closed your transactions with him?

Answer. I refused to deliver any more paper, unless it was passed upon by himself at Philadelphia.

Question. What is this paper in the Finance Report of 1856-7 worth?

The witness, after examining the paper, replied: 12½ to 13 cents per pound for the best.

Question. What is the worse quality of paper in that book worth?

Answer. There is not much difference in the quality of the paper, but the difference is in the color.

Question. What difference would that make in the market price?

Answer. It would make all of two cents a pound. I think 10 cents per pound would be the outside valuation of it.

HENRY V. BUILER recalled:

Question, (by the Chairman.) You stated in your previous examination, that Mr. Seaman had called upon you for a loan of $3,000 while you were a contractor with the government, and before the lettings of 1856, and that you declined to loan the money. Have you any reason to suppose that that refusal upon your part had anything to do with your not getting subsequent contracts for which you offered, and if so state what reason you have?

Answer. I offered for the 52-pound paper at less price than it was awarded to others for, and there must have been some object in view in giving it to other parties at higher prices.

Question. Do you know what the difference was in the bids?

Answer. I do not, but I think it was from one-fourth to one-half cent a pound.

Question. Do you know whether that paper was better than the paper manufactured by you?

Answer. The paper delivered was not better than the samples we offered to deliver.

Question. Was it as good?

Answer. I do not know as I ought to say; but I do not think it was.

Question. Did you believe from the facts you have stated that the awards would have been different had you been more liberal in your course?

Answer. I do not know that I should have obtained the contract if I had made the loan, if other parties had paid more. I have no confidence that I should.

Question. Had you any reason to believe that the awards depended in some measure upon such allowances?

Answer. I thought so.

Question. Do you know of any instance in which any money consideration had been paid for the receipt of paper which had been rejected?

Answer. I do not.

Question. Have you ever had any conversation with Mr. Wendell, the public printer, about the receipt of paper by the Superintendent's office; if so, what and at what time?

Answer. I had a very little conversation with him upon the subject. I think it was in 1857, about the time the contracts were given out, Mr. Clark and myself met Mr. Wendell in the rotunda. We asked him how matters were going on here. He replied that there was a lot of paper there he wanted to wet down, and that he ordered his men to do it; but that Jewett came in and told the men that they could not do it yet, and they stopped work; that he (Wendell) came in afterwards and found that they were not using it, and upon asking the men why they were not using it, they replied that Jewett had forbidden them to use it. He told them to go on and use it. They were in his employment. Wendell then went to Jewett and told him to use the paper, that it was good paper, better than they had been receiving, and that he must give instructions to use it, or he would not keep his place 24 hours, and Jewett did afterwards authorize them to use it.

Question. Did he state the reason why Mr. Jewett pursued that course?

Answer. He said it had not been arranged for.

Question. What did he mean by that?

Answer. I do not know.

Question. Did you understand him to mean that a consideration was to be paid for receiving it?

Answer. I got that impression from the remark. I do not know that he said it in so many words.

Question. What was the impression he made upon your mind in that conversation?

Answer. The impression was that it had not been arranged for—the words he used led me to suppose that some bonus, or something of that kind was to be given.

Question. And hence the paper had not been received?

Answer. Yes, sir.

Question. Is that all he said in that connexion?

Answer. I think so.

Question. Do you know anything else connected with Mr. Seaman's official conduct, his book, accounts, or with loans, or any bonuses paid by paper contractors, lithographers, engravers, or others having business with the government under his department, which you have not communicated, and which it is important for this committee to know, in order to arrive at a just conclusion.

WM. B. SHAW sworn:

Question, (by the Chairman.) We have some evidence in our testitimony that you received a compensation for a month and a half's services as clerk in the Superintendent's office when you were unable to perform and did not perform any clerical duties. Be kind enough to state what you know about that matter, and give us such explanation of it as you have in your possession.

Answer. Mr. Seaman promised me that when he was appointed Superintendent of Public Printing under Pierce's administration, (I was then working in the Union office,) he would give me a clerkship under him. He was appointed but he did not give it to me then. It run along for a long time, I cannot say how long, perhaps a year, when a vacancy occurred in the office after Congress had adjourned. He informed me of the fact one day. Says he, "Shaw, I am going to appoint you, there is a vacancy in my office." I told him I would be very glad if he would do it, as I was entirely unable to work at the printing business, on account of my eyes. He did appoint me and placed my name upon the pay roll. I went up to the office once or twice but my eyes troubled me so much that I could not do anything. This thing ran along a month or so and I did not get any better; I was weak and unable to perform the duties of the office. I saw Mr. Seaman very frequently, as we lived in the same part of the city. The month expired and I drew my pay. I was able to walk up to the office, my eyes protected with green glasses. Mr. Seaman found that I could not do the duties of the office, and was not likely to very soon, and he discharged me in the middle of the month. He told me it was impossible to continue me; that he wanted to put in a man who could perform the duties. I told him I was very sorry, for at that time I was in straightened circumstances and had been thrown out of employment for a long time on account of my eyes. He told me it was doubtful whether I would be able to do anything for a long time. He paid me for the time I had been in the office, discharged me and appointed another man in my place, who went on and discharged the duties of the office. I afterwards got well, but nothing was said about my coming back, though he always appeared kind and pleasant enough, nor did I make application afterwards to go into the office again. We have never spoken about that matter from that time until I met him here the other day, when he spoke to me about it. He said it appeared upon the books that I had received money without performing services. I desired to make this explanation so that the matter might be understood.

Question, (by Mr. Niblack.) I understand you to say that your employment was in good faith, or in pursuance of previous arrangements; that you did not perform the duties, because you were physically unable to do so?

Answer. When it became finally known that I could not perform the duties he put a man in my place. He did not let me go the two months out; said it was absolutely necessary that somebody should perform those duties. This all took place before I had any connexion whatever with any newspaper. I was at that time working at the printing business. It was six years ago.

WILLIAM QUAIL, recalled.

Question, (by the Chairman.) Have you examined the accounts kept in your office of the paper received from S. J. Megargee in the years 1856 and 1857?

Answer. I have.

Question. Did you find any deductions or credits made upon those accounts for short weight, inferior quality, or any other cause?

Answer. None, whatever.

Question. Did the certificates issued to Megargee cover the whole amount of paper received from him, and the price as contracted with him?

Answer. Yes, sir; except the amount paid out of the waste-leaves account.

Question. Were certificates issued for the whole amount of paper received from S. J. Megargee at the price he contracted to deliver it for, except the amount which was arranged to be paid out of the waste leaves, as heretofore described?

Answer. Yes, sir.

Question, (by Mr. Covode.) It seems by your statement that the government has paid the full amount of the contract price for the paper, no matter how deficient it was in weight or quality.

Answer. Yes, sir; there was no deduction.

HARRY CONNELLY, sworn.

Question. Where do you reside?

Answer. In Philadelphia.

Question. What is your business?

Answer. I am in the wholesale and retail liquor business.

Question. Do you know Mr. Seaman, the late Superintendent of Public Printing?

Answer. Yes, sir.

Question. Do you know any firm of lithographers or engravers in Philadelphia?

Answer. I know several; more particularly P. S. Duval & Co.

Question. Have you ever had any business connexion with P. S. Duval & Co. respecting engraving, lithographing, and printing for the government?

Answer. Never since Mr. Seaman has been in office.

Question. When did your last connexion with that house take place?

Answer. It must have been seven years ago.

Question. When did you last receive money from them for your services?

Answer. That I cannot state. They were in debt to me some two or three years, perhaps, after our contract had closed. Mr. Duval has paid it at sundry times and in different amounts.

Question. What work was it that you secured for him?

Answer. Some lithographing.

Question. Upon what particular work?

Answer. I do not recollect.

Question. Did he owe you anything at the time of the fire by which he was burned out?

Answer. I think he did.

Question. Did you release any portion of your claim upon the firm at that time?

Answer. I did not. Whatever interest I had in the contract was paid in full. There was no release or anything of the sort.

Question. Had you anything to do in securing for P. S. Duval a contract for the engraving on the Coast Survey of 1853?

Witness: Was that since Mr. Seaman came into office?

The Chairman: The committee did not come here to be catechised, but to ask you questions, and they expect you will answer them.

Answer. Since Mr. Seaman came into office I have never been concerned, directly or indirectly, in any contract.

Question. Had you anything to do in procuring for P. S. Duval a contract for engraving upon the Coast Survey of 1853?

Answer. I really forget now. If, however, it was since Mr. Seaman came into office, I had nothing to do with it.

The Chairman: I shall insist upon a direct answer to that question without any regard to the time when Mr. Seaman came into office.

Witness: I could not have had anything to do with it.

Question. Had you anything to do in securing for that firm the printing upon the Japan Expedition ordered by the second session of the 33d Congress?

Answer. If that work, as I said before, was given out after Mr. Seaman came into office, I had nothing to do with it. I tell you I was interested in a contract Duval had with the government previous to the time when Mr. Seaman came into office.

Question. Had you anything to do with a contract for them for work done upon the Japan Expedition in 1855, or ordered in 1854 or 1855?

Answer. I cannot state positively.

Question. Had you anything to do with the work they did on Lieutenant Gilliss' Report, ordered the 1st session of the 33d Congress, which must have been in the winter of 1853–'54?

Answer. I think I had.

Question. Had you anything to do with the work done by them on the Coast Survey Report of 1854?

Answer. I cannot recollect.

Question. Had you anything to do with the work done by them on the Pacific Railroad Surveys, which was ordered by the 2d session of the 33d Congress?

Answer. I do not recollect.

Question. Had you anything to do with the work which they did on Captain Marcy's Report, ordered by the 2d session of the 33d Congress?

Answer. I do not recollect.

Question. Had you anything to do with the work done by them upon Emory's Report, ordered by the 2d session of the 33d Congress?

Answer. I do not recollect.

Question. Had you anything to do with the work done by them on messages and maps ordered by the 3d session of the 34th Congress?

Answer. I do not recollect.

Question. Did you have anything to do with the engraving done by them upon the Agricultural Report of the 3d session of the 34th Congress?

Answer. I do not recollect. I think I could not have had anything to do with it.

Question. Had you anything to do with work done by P. S. Duval & Son upon the Coast Survey Report of 1855?

Answer. I cannot have had.

Question. Can you tell us when you received the last pay for P. S. Duval & Co.?

Answer. I cannot.

Question. Was it as late as October, 1854?

Answer. I really cannot say. I think the last payment he made me had run on some two years after his contract had been fulfilled.

Question. Did you not receive a payment from them as late as September 20, 1855?

Answer. I think it very likely.

Question. Did you not receive a payment of $500 from them as late as February 20, 1857?

Answer. It may be.

Question. How much have you received from them for commissions upon government work during your business relations with them?

Answer. I cannot state positively. It was certainly over $3,000.

Question. Are you intimate with Mr. Seaman?

Answer. Not intimate. I knew him when he was a clerk, before he received his appointment as Superintendent of Public Printing.

Question. Did not you go to Mr. Seaman's office as late as September, 1855, and urge upon him the employment of P. S. Duval & Co. as engravers?

Answer. I think not.

Question. At what time did you last speak to Mr. Seaman in behalf of P. S. Duval & Co.?

Answer. I do not recollect that I ever did.

Question. Did you ever have an interview with Mr. Seaman in his office upon that subject?

Answer. Not that I recollect.

Question. Did you ever have such an interview with Mr. Seaman, either here or at your office in Philadelphia, or at the hotel, or at any other place?

Answer. Not that I recollect.

Question. Do you recollect having a conversation with Mr. Seaman upon that subject in the fall of 1855?

Answer. I do not.

Question. Have you ever paid any portion of the money received by you from the firm of P. S. Duval & Co. to any one else interested in procuring work from the government?

Answer. No, sir.

Question. Have you ever paid any portion of that commission to any officer, clerk, or party interested, or to any persons, believing them to be associated with, or interested with, those engaged in government employments?

Answer. No, sir.

Question. Have you ever loaned any money to Mr. Seaman?

Answer. Never that I recollect of.

Question. Do you know of Mr. Seaman contracting with any engraver or engravers in the city of Philadelphia for work to be done for the government, out of which contract he was to be paid a per centage?

Answer. I do not.

Question. Were you ever told so by a gentleman in Philadelphia?

Answer. No, sir.

Question. When did your relations with P. S. Duval & Co. cease?

Answer. They ceased at the time he made me the last payment upon account of that contract.

Question. Did you attend to his business and represent his interest up to the date of the last payment?

Answer. No, sir.

Question. Did you receive any portion of the money from Duval & Co. on contracts for work done upon Gilliss' report?

Answer. I do not recollect. I was not interested in any contract made by Duval after Mr. Seaman came into office. I had no interest in any contract made after Mr. Seaman was appointed Superintendent of Public Printing, and he never received one dollar from me, either directly or indirectly. The contract in which I was interested was previous to Mr. Seaman being appointed to that situation.

Question. Did you ever pay any portion of that per centage you received from engravers to Mr. Wendell?

Answer. No, sir.

Question. Did you pay any portion of it to any party residing in Washington?

Answer. Never.

Question. Had you any business relations of that character with a gentleman by the name of Johnson?

Answer. No, sir; not that I know of.

Question. Do you know S. J. Megargee, of Philadelphia?

Answer. Merely by sight.

Question. Did you ever pay him, or pay through him, any money out of that per centage?

Answer. No, sir.

Question. Did you ever speak to Mr. Seaman in behalf of Duval &

Co., or any other lithographer or engraver, in the city of Washington or any other place?

Answer. I do not think I did.

Question. Do you know of any person, either a paper contractor, engraver, or lithographer, who has at any time paid, either directly or indirectly, or who has at any time stated to you that he has paid, either directly or indirectly, in any manner, any money to Mr. Seaman for paper contracts, contracts for engraving or lithographing, or for furnishing materials of any character for the government?

Answer. I do not.

WILLIAM TOWERS recalled.

Question, (by the Chairman.) State what you know of a conversation which took place between John H. Hall, of the firm of Campbell, Hall & Co. and Mr. Seaman, late Superintendent, relative to the employment or discharge of Mr. Goodenough, who had acted as agent for paper contractors?

Answer. What I heard of that conversation was accidental. Mr. Seaman and Hall were in conversation in respect to the agent of Mr. Hall; as I passed them I heard Mr. Hall remark, that Goodenough should no longer be his agent. My brother, who was subsequently appointed agent for some of these contractors, was then in the city of Washington, with a large family, doing nothing. It occurred to me that he might make a respectable living for his family by engaging in this business if I could secure it for him. I presume that was the first information Mr Seaman had that Goodenough was no longer to act as agent for those gentlemen. I spoke to Mr. Seaman upon the subject as soon as I could get an opportunity; and asked him if he would assist me in getting the agency for my brother. I desired to know from him whether Mr. Hall or any other of the contractors had any other person in view, saying I desired to secure the place for my brother. It resulted in my brother being appointed as agent for these gentlemen. I was referred, or it may be, directed, to refer my brother to Mr. Wendell, by Mr. Seaman, in connexion with this agency, the object being to procure the agency for my brother. I had no other instrumentality in the matter than what I have now stated. He got a salary for his services.

Question. Then I understand you to say that when you spoke to Mr. Seaman upon the subject he said he had no objection to it, or knew no objection to it; and directed you to consult Mr. Wendell upon the subject?

Answer. Yes, sir; either to consult with him upon the subject, or to refer my brother to him.

Question. Did you communicate these facts to your brother?

Answer. I did, and it resulted in his procuring the agency.

EDWARD TOWERS sworn:

Question, (by the Chairman.) Where do you reside?

Answer. In Washington.

Question. What is your business?

Answer. I deal in paper.

Question. Have you acted as the agent, or have you done the work of the agent, who acted in the capacity of receiving the paper of certain parties having paper contracts with the government?

Answer. I have.

Question. State who was the agent proper of those houses, for the years 1855, 1856 and 1857?

Answer. I had nothing to do with the matter in 1855. I commenced the agency, I think, in March, 1856.

Question. State what took place at that time, and what relations existed between Mr. Wendell and yourself about that matter.

Answer. Mr. Wendell employed me as the agent for 1856, and 1857.

Question. For all the paper contractors for those years?

Answer. No, sir.

Question. For what houses?

Answer. I was agent for the 45-pound and the 52-pound paper contracts, in 1856 and 1857.

Question. Who were the contractors for the 45 and the 52-pound paper?

Answer. Campbell, Hall & Co., for the 52-pound paper, and S. J. Megargee for the 45-pound paper.

Question. State the conversation you had with Mr. Wendell at the time of the employment.

Answer. I had been sick, and one day going out I understood that Mr. Wendell had requested me to call at his office. I did so, and as he was just going up to the Capitol, I got into his carriage and rode up with him. He asked me if I wanted employment. I told him I did. He asked me what I valued my services at. I told him I was poor and under the weather and wanted everything I could get. He asked me if $1,000 would satisfy me; I said certainly. He then said he had a job for me, which was the agencies for those papers; he did not say what papers. He would guaranty me $1,000 a year. I came to the Capitol and there saw Megargee, and received information that there was paper at the railroad which required attention, and I immediately that morning gave it my attention.

Question. Where did you meet Megargee?

Answer. At the office of the Superintendent of Public Printing.

Question. Was Mr. Seaman present?

Answer. I am not positive; it strikes me, however, that he was.

Question. From whom did you receive the $1,000?

Answer. I received it from Mr. Wendell.

Question. Did you understand that Wendell was acting as agent for those paper contractors?

Answer. So I understood it.

Question. Then you received no portion of the commissions paid by these houses except as it may have been taken to make up that $1,000?

Answer. Not of those two houses, as well as I remember.

Question. Did Mr. Wendell afterwards at any time tell you what commission he charged those houses.

Answer. No, sir; he told me in the second year, that I had done this business to his satisfaction, and that of everybody else concerned, and that he thought I was entitled to more than I was getting, and

that he would get it for me if he could; and the second year, I think I received $1,200.

Question. Do you know how that government paper was generally received and inspected?

Answer. Yes, sir.

Question. State what Mr. Jewett, or any other person else in the employ of the Superintendent, did on the receipt and inspection of that paper?

Answer. Jewett's duty was to inspect the paper, and he would generally do so; he gave it, as I thought, a pretty general inspection and gave me his orders what to do with it when it was received.

Question. Did you inspect any of that paper for him?

Answer. No, sir.

Question. Did Mr. Jewett in any particular neglect the receipt and inspection of that paper?

Answer. That is a question I cannot answer. It was generally the case, and with only a few exceptions, that when I was with Jewett he gave the paper a pretty fair inspection. There were a few times when Jewett was absent and requested me to store the paper, when I was forced to hire a room to store the paper in. And when we got into the new wareroom, there were two or three occasions in which he requested me to put the paper in there and he would examine it on his return. As to what kind of inspection that received I do not know.

Question. Did you ever know of Mr. Jewett putting any difficulty in the way of receiving paper, and having large quantities accumulate on hand from the contractors?

Answer. Mr. Jewett examined large lots of paper, and without satisfying me whether it would be received or rejected, I was left to do as I pleased with it. Of course I had to store it and take care of it, and thereby there was a large quantity on hand.

Question. At what time did the largest quantity accumulate here?

Answer. I think it was during the first year of my agency.

Question. Was it early in 1856?

Answer. No, sir; I may be mistaken as to its being in 1856 at all. I think it was though. It might have been in 1857, and I am inclined to think it was. I am rather inclined to think it was not in 1856, though it might have been.

Question. Do you not know that large quantities of 45-pound paper were rejected by Mr. Jewett upon inspection early in 1856, and that you were compelled to store it in an old storehouse here, where the floor gave way, and that the fact of its being rejected gave Mr. Megargee very considerable trouble, and brought him on here at that time?

Answer. I do not know that it was rejected.

Question. Did you hear that it was?

Answer. I heard Mr. Megargee say so a short time since in Philadelphia, the early part of last month, and I made the remark to him that I did not know that that paper was rejected; it was never my understanding that it was rejected, except some thirty-five bundles.

Question. Had you any conversation with Mr. Jewett upon the subject at that time?

Answer. I had at various times conversations with him.

Question. Did you hear him say it was rejected or not rejected?

Answer. I did not; I used to go to him and ask him if he could not make some arrangement to receive some of that paper; I never, however, understood that it was rejected, except the small lot I have spoken of. Finally I went to him and asked him to receive the whole of it, and that I had orders to send it back if it was not received; it was afterwards received.

Question. Did Megargee come on here about that time?

Answer. I cannot say; he was here off and on all the time.

Question. Did you hear him say he had been compelled to pay any consideration to have that paper received?

Answer. Never in my life.

Question. Do you know any parties who were compelled to pay Jewett, or any person connected with the office of the Superintendent, for receiving paper?

Answer. No, sir.

Question. Have you ever heard that that was the case?

Answer. No, sir.

Question. What were your particular duties in receiving that paper?

Answer. They were to receive it when it came; to deliver it to the Superintendent; to get the contractors' orders; to deliver the paper according to their orders, unless it was rejected; to pay the expenses, &c., &c.

Question. What expenses had you to pay; the cartage and storage, &c.?

Answer. Yes, sir; when I had to hire a room to store it in.

Question. You paid the cartage?

Answer. I did; in many cases I paid all the expenses, and sometimes the entire freight.

Question. You are now acting as agent for some of the paper contractors?

Answer. Yes, sir.

Question. And your contract is directly with them?

Answer. Yes, sir.

Question. When did your arrangement with Wendell expire?

Answer. In 1857.

Question. It expired upon Mr. Seaman's retiring from office?

Answer. Yes, sir, about that time.

Question. Do you know anything else of your own knowledge, or from the evidence of respectable persons whose names you can give to this committee, which it is important and proper for this committee to know, in order to arrive at a just conclusion in the investigation they have now on hand?

Answer. I do not.

Question. Do you know anything respecting the books or of the business conduct of the late Superintendent, Mr. Seaman, in connexion with any paper contractor, engraver, lithographer, or other persons supplying materials or doing work for the government through his

office, which it is necessary to communicate to enlighten this committee in regard to those transactions, either for or against Mr. Seaman?

Answer. No, sir.

Question. Did not your brother inform you that some conversation had been had in regard to this agency, and request you to see Mr. Wendell in reference to your employment?

Answer. I recollect having some conversation with my brother upon the subject; but I do not recollect as to whether he requested me to call upon Mr. Wendell.

Question, (by Mr. Covode.) Did you call upon Mr. Wendell, or he upon you?

Answer. He left word at a place upon the Avenue to have me call at his office, as he wished to see me. I went to the Union office, and got into his carriage and rode up to the Capitol; upon the way the conversation took place.

Question. That was the time he employed you at a salary of $1,000.

Answer. Yes, sir.

ALFRED B. CLAXTON recalled:

Question, (by the Chairman.) Have you any further explanation to make about the blanks which were printed, and for which 71 compositions were charged?

Answer. Yes, sir. These blanks were not common post bills, but bills now for the first time adopted by the Post Office Department, and were called "Registered Letter Bills." To my knowledge Mr. Seaman never allowed extra composition upon common post bills. The usage of the trade is, that every separate order carries its own composition. The opinion of a majority of practical printers has been adverse to the action of the department.

Question, (put at the solicitation of Mr. Seaman.) If the certificate in which the item in question was charged had been accompanied by evidence showing that the Post Office Department had ordered those blanks as often as composition was allowed by me, would the suspended item have been allowed by the department under the rule of the trade referred to by you?

Answer. It would; but that evidence not having been furnished by me, and there being nothing in the certificate of the Superintendent to prove that it was anything but a single order of the Post Office Department, it was properly suspended, and will remain suspended until such evidence is produced.

A subpœna was issued on the eleventh day of February, 1859, requiring George H. Levis to appear before the committee. Said subpœna was served upon said Levis on the 14th day of February, 1859, after which the following certificate was handed to the messenger who served said subpœna:

This is to certify that Mr. George H. Levis has sent for me this day to ascertain whether his present state of health will allow him to visit Washington without serious injury.

He has been under my professional care for an affection of the spine for nearly a year, and during that time has been obliged, by

my directions, to leave business and the city for several months at a time.

During the last week he has been quite ill, and I have been obliged to see him daily. Any severe or protracted exertion would, at the present time, be of serious detriment to him, and might lead to lasting injury.

J. H. B. McCLELLAN, *M. D.*

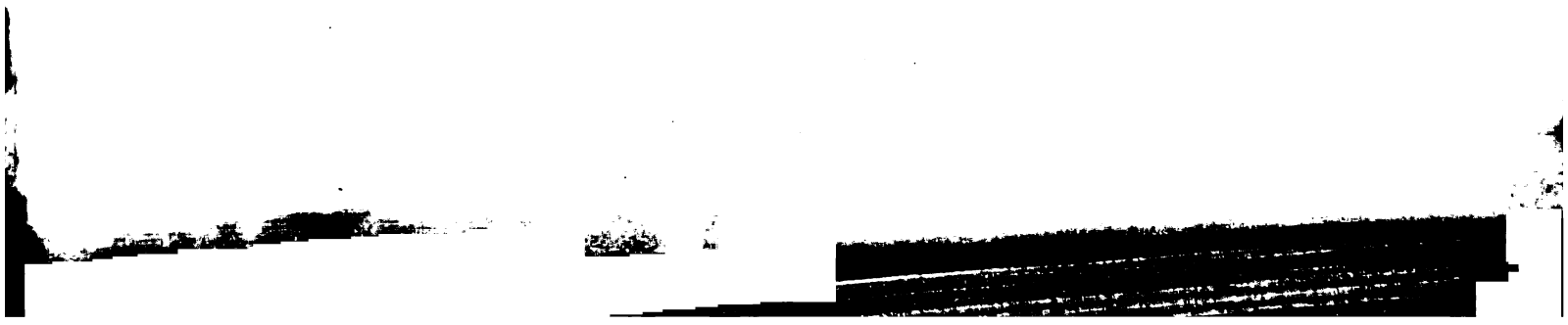
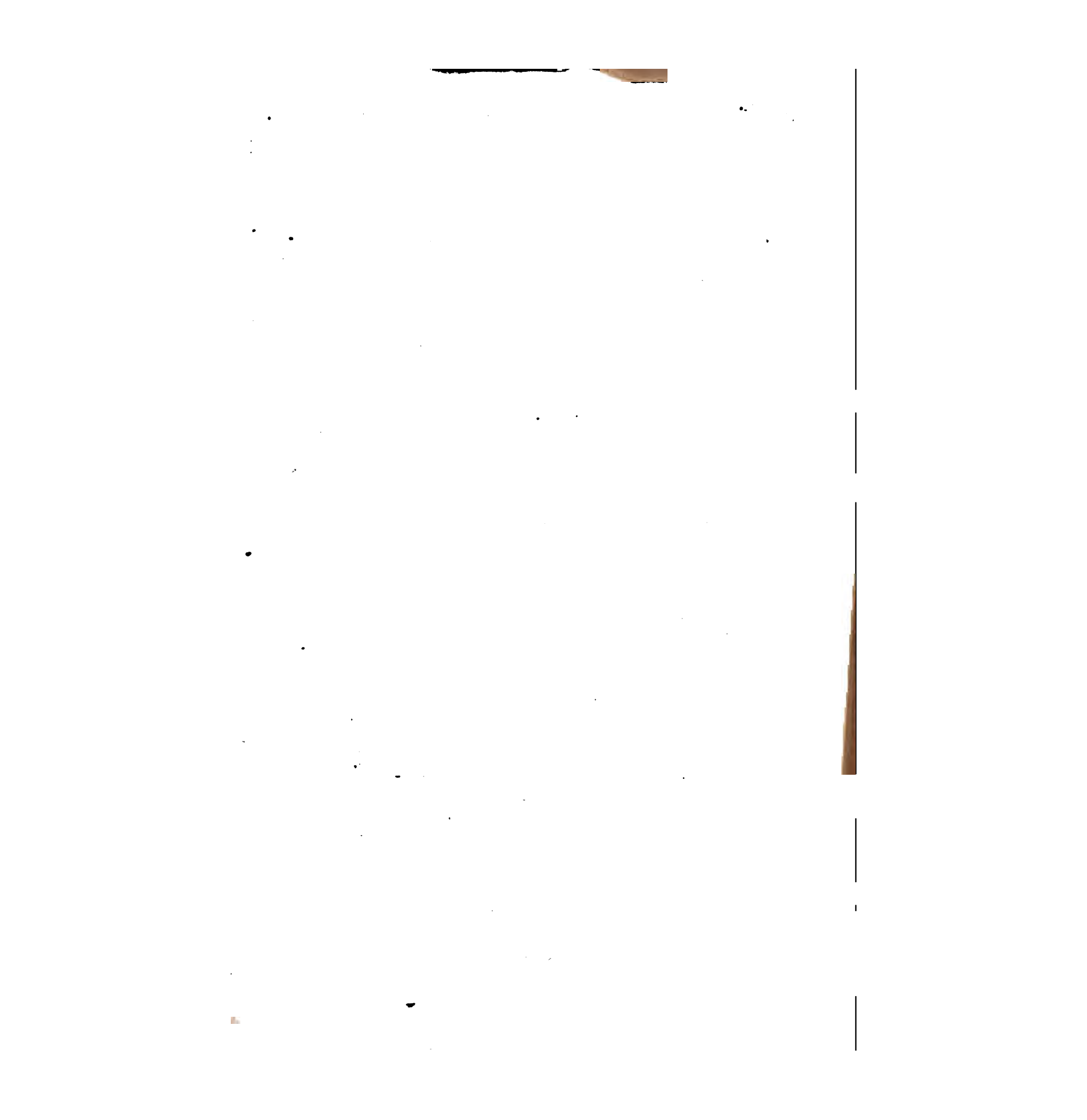
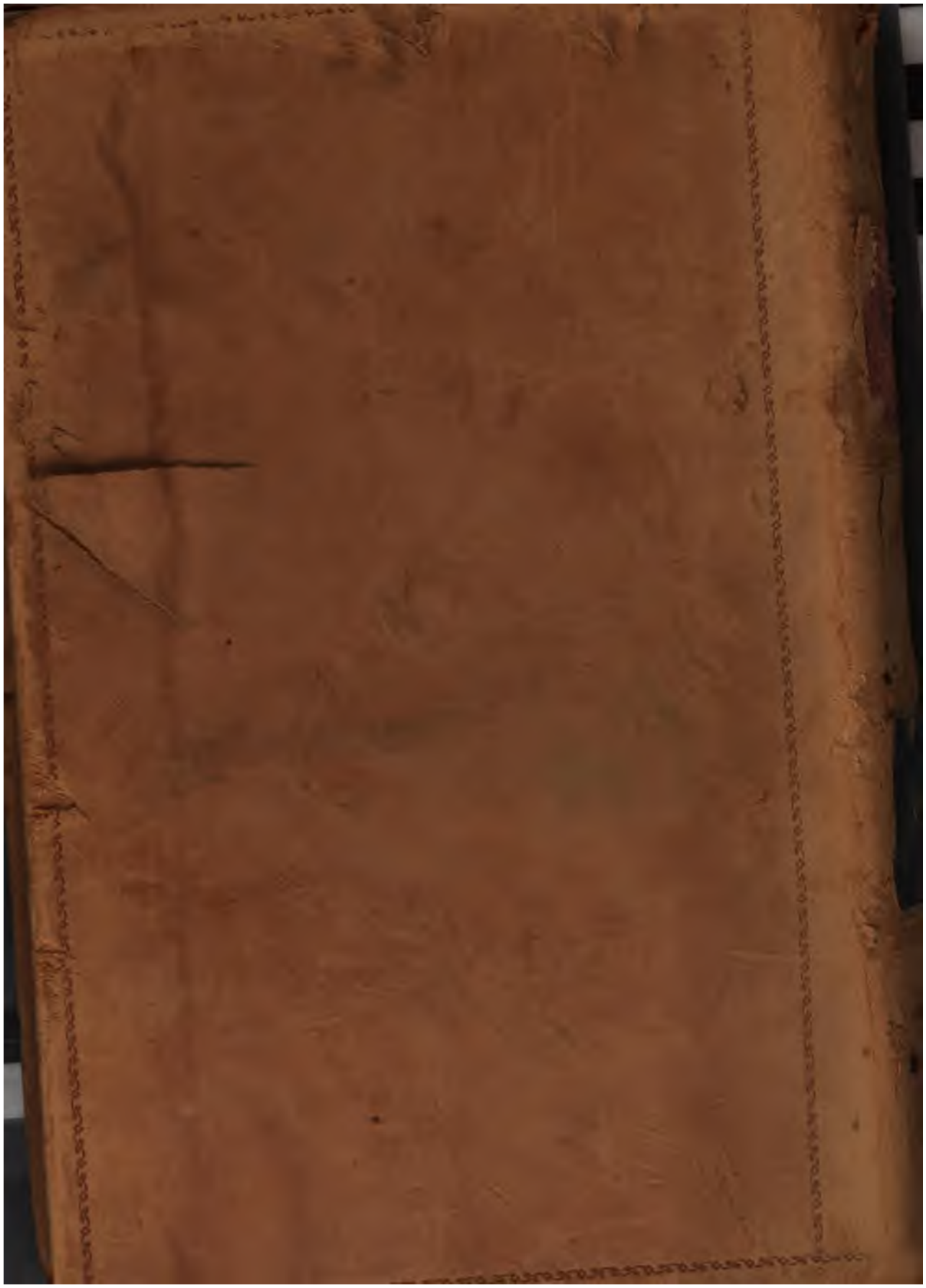
PHILADELPHIA, *February* 14, 1859.

After serving the subpœna upon Mr. Levis I received the above certificate, and I hereby vouch for the authenticity of the same, and know from my own personal knowledge its correctness.

JOSEPH SEVERNS,
Special Deputy Sergeant-at-arms.

Upon the return of the sergeant-at-arms with the certificate above inserted, the committee declined sending for Mr. Levis, both on account of his sickness and because the committee desired to close their examination, and could not do so without delaying the same.

HARRY CONNELLY re-called:

Question, (by Mr. Covode.) After reflection, do you recollect, or is it your impression, that you got some of these contracts since Mr. Seaman came into office?

Answer. I have been thinking of the matter since my previous examination, and my impression is that it was in 1853 or 1854, since Mr. Seaman came into office, but I never had anything to do with him in regard to the matter; I never made any application to him for a contract.